

MODIFICATION OF CMM TURNKEY CONTRACTS



COAL INDIA LIMITED
Civil Engineering Department
10, N.S. Road, Kolkata-700 001

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Sl. No.	Existing Provision	Modified Provision																		
	Contract Identification- section 1	Contract Identification- section 1																		
No change in clause 1,2,3,4,6,7,8,9,10,11.																				
1. Cl. 5, Page 1	<p>Obtain approval from competent authority for tendering of the proposed turnkey job.</p> <p>NOTE : Competent Authority for Approval of Tendering of Turnkey job:</p> <table border="1" data-bbox="331 600 884 1025"> <thead> <tr> <th>Sl. No.</th> <th>Estimated value of contract</th> <th>Authority for approval</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Up to Rs. 1 crore</td> <td>Concerned Director in Charge of subsidiary Company</td> </tr> <tr> <td>2.</td> <td>Above Rs.1 crore</td> <td>Chairman cum Managing Director of subsidiary Company</td> </tr> </tbody> </table>	Sl. No.	Estimated value of contract	Authority for approval	1.	Up to Rs. 1 crore	Concerned Director in Charge of subsidiary Company	2.	Above Rs.1 crore	Chairman cum Managing Director of subsidiary Company	<p>Obtain approval from competent authority for tendering of the proposed turnkey job.</p> <p>NOTE : Competent Authority for Approval of Tendering of Turnkey job:</p> <table border="1" data-bbox="906 600 1458 1025"> <thead> <tr> <th>Sl. No.</th> <th>Estimated value of contract</th> <th>Authority for approval</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Up to DOP Of Director</td> <td>Concerned Director in Charge of subsidiary company</td> </tr> <tr> <td>2.</td> <td>Beyond DOP of Concerned Director Of Subsidiary company</td> <td>Chairman cum Managing Director of Subsidiary Company</td> </tr> </tbody> </table>	Sl. No.	Estimated value of contract	Authority for approval	1.	Up to DOP Of Director	Concerned Director in Charge of subsidiary company	2.	Beyond DOP of Concerned Director Of Subsidiary company	Chairman cum Managing Director of Subsidiary Company
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	Preparation And Compilation Of Tender Document- section 2	Preparation And Compilation Of Tender Document- section 2																		
No change in clause 1,2,3,4,6,7,8,9. Provision related to Clause 11,12,13,14 deleted.																				
2. Cl 5, Page 4-5	<p>Decide :</p> <p>The approximate date of publication of Tender Notice as at 4 above.</p> <p>i. Suggested Newspapers/journals/publication in which the Tender Notice should be published taking into account the guidelines of IDA/IBRD, if any, where applicable. (Guidelines in case of newspaper vide CMF 2.07)</p> <p>Price of Tender documents (Guidelines vide CMF 2.08).</p>	<p>Decide :</p> <p>The approximate date of publication of Tender Notice as at 4 above.</p> <p>Suggested Newspapers/journals/publication in which the Tender Notice should be published taking into account the guidelines of CIL/Subsidiary and also IDA/IBRD if any, where applicable. (Guidelines in case of newspaper vide CMF 2.07)</p> <p>In addition website publication in company's portal as well as govt. portal should be ensured.</p> <p>There is no application fee.</p>																		

	<p>Places/Offices from which Tender documents would be sold.</p> <p>Dates of opening and closing of sale of Tender documents (sale to remain open for minimum 15 days from the date of publication of Tender Notices).</p> <p>Last date of receiving Tenders (Minimum 21 days from publication of tender notice).</p> <p>Date of opening of Tenders</p> <p>NOTES:</p> <p>1. The guidelines of IDA/IBRD as per Step 4 are to be followed in deciding these particulars, where applicable.</p> <p>2. Sale of Tender documents from more than one source is not mandatory. This may be resorted to wherever necessary considering the nature and type of work, value of work and availability of capable tenderers in different regions, anticipating better participation for more competitive rates.</p>	<p>There is no sale of document. Bidders to download document from website for submission.</p> <p>Bids should be hosted in the website before start date of download.</p> <p>Last date of submission of Tenders (Minimum 21 days from the start date of download).</p> <p>Date of opening of Tenders</p> <p>NOTES:</p> <p>1. The guidelines of IDA/IBRD as per Step 4 are to be followed in deciding these particulars, where applicable.</p> <p>2. Submission of Tender documents at more than one source is not mandatory. This may be resorted to wherever necessary considering the nature and type of work, value of work.(Not applicable for online submission).</p> <p>Location of submission to be decided by tender issuing authority as per subsidiary guidelines.</p>
Sale of tender documents-Chapter deleted- section 3		
Preparation and compilation of tender document- section 4		
No change in clause:- 1,2,3,4,5,6,7,8,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30,31,32,33,34,35,36,37,43,44,45.		
3. CI 9, Page 13	<p>Decide whether Part-I of the Tenders should be opened or it should be postponed if any of the following circumstances prevail:</p> <p>a) Least one member and two representatives of other members of the Tender Committee are not present.</p> <p>b) Number of sealed tenders received is less than 2 (two).</p> <p>c) Dislocation of normal communications and transport system due to uncontrollable factors like strike, flood or other unforeseen circumstances.</p>	<p>Decide whether Part-I of the Tenders should be opened or it should be postponed if any of the following circumstances prevail:</p> <p>At least 1 member of the tender committee and 2 representatives of Tender committee members are not present.</p> <p>If the Number of sealed Bids received is less than three.</p> <p>Dislocation of normal communication and transport system due to uncontrollable factors like strike, flood or other circumstances to be decided by TC.</p>

	<p>If the opening of tenders is postponed, record the reasons and fix the date of the next meeting, (should be within the next 2 days).</p> <p>NOTE: If on the expiry of 2 days, the number of sealed tenders received is less than 2, the last date of receiving tenders is to be extended by one month, without opening the single tender. Notice of extension should be sent to all tenderers who have purchased the tender documents or to the PRO for publication if considered necessary on the same day. If on the expiry of the extended date, no fresh tender is received, the tender received earlier, should be opened and processed as per steps suggested hereafter. If considered eligible for recommendation of Award after negotiation with the single tenderer by the Tender Committee, the recommendation should be put up to the competent authority for approval.</p>	<p>If postponement is decided upon, due to reasons as at (a) above, record the reasons and fix the date of next opening (should be within next two working days). Notification to this effect be displayed on Notice Boards.</p> <p>If postponement is decided due to 9(c) above, extend the date of submission by three working days. Notification to this effect be displayed on notice board and website. Opening shall be suitably decided.</p> <p>NOTE: 1) If the number of sealed Bid(s) received is/are less than three, the last date of receiving Bid(s) be extended by 48 hours without opening the Bid(s). Notice of extension, covering Sale period / submission etc., should be hosted in the website. This should preferably be done on the same day. If up to the extended date numbers of bids received are three, the bids shall be opened. However if up to the extended date, the number of bids received remains less than three, the last date for receiving bids be further extended by 5 days. Notice of extension, covering Sale period / submission etc., should be hosted in the website. This should preferably be done on the same day. In case the number of bids received up to second extended date remains below three, the Bid(s) already received shall be opened on the extended date and processed.</p> <p>In case of urgency, expressed by user department, bids may be considered for opening without granting any extension. In such cases prior approval be obtained before original stipulated last date of submission from approving authority. In cases where board is the approving authority approval of CMD may be obtained.</p> <p>2) Bids shall be opened in presence of at least one Tender Committee Member and two representatives of other committee members. It is preferable to have as many T.C. Members as possible during opening.</p> <p>3) Opening shall be as per schedule in case of receipt of three bids.</p>
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		<p>Validity of BG</p> <p>Minimum validity of BG shall be fixed in the Notice as under:</p> <p>If the last date of submission of Bid (first time), if any, is 31/03/2014- the validity of BG submitted shall be minimum 180 + 90 days beyond 31/03/2014 i.e. at least up to 25/12/2014. The notice should clearly spell that validity of BG shall be up to 25/12/2014.</p> <p>However if the last date of submission of Bid is up to 31/03/2014- which has been revised/ extended to 15/04/2015 due to reasons other than non-availability of three bids, only bids submitted with validity of BG up to 09/01/2015 shall be considered as valid(considering 270 days from 15/04/2014). The notice shall clearly state that validity of bid is required up to 09/01/2015.</p> <p>It is clarified that, if due to non-availability of three bids on 31/03/2014, bid submission has been extended up to 02/04/2014 and then again up to 07/04/2014, all bids submitted with validity up to 25/12/2014 shall be considered as valid irrespective of its date of submission which may be up to 07/04/2014.</p> <p>The above explains the necessity of mentioning validity of BG in the notice by the Notice Inviting Authority.</p>
4. CI 10, Page 13	<p>If it is decided to open the tenders ascertain whether any tenders have been received after the time fixed for receipt of the tenders but before opening of Part-I of the tenders and decide on opening of such tenders under the following circumstances:</p> <p>(i) Number of tenders received in time is inadequate.</p> <p>(ii) Reasons for non-receipt in time are genuine and bonafide.</p> <p>(iii) Acceptance of such late tenders as (ii) above have the approval of competent authority.</p>	Deleted
5. CI 11, Page 14	<p>(i) Open the respective Tenders - Part-I (pre-qualification part) after reading out the names of the bidders.</p> <p>(ii) Ensure that the bid documents are initialed in each page by the tenderer or representative of the tenderer or representative of the tenderer present who is authorised to initial on his behalf.</p>	<p>(i) Open the respective Tenders - Part-I (pre-qualification part) after reading out the names of the bidders.</p> <p>(ii) Ensure that the documents submitted are signed with stamp in each page by the bidder or his authorised representative.</p>

<p>6. CI 22, Page 17</p>	<p>Decide based on the assessment made of Part II of the bids the names of the tenderers who should be called for modifying the technical specifications and commercial terms of the contract.</p> <p>Note :</p> <p>(i) As a normal practice, modifications of specification & commercial terms of opening of a tender thereby calling for negotiation or a revised bid, should be avoided as far as possible. This procedure is to be adopted only in an unavoidable situation.</p> <p>(ii) Normally, negotiation, if any is to be done, is to be done only with the lowest bidder.</p>	<p>Decide based on the assessment made of Part II of the bids the names of the tenderers who should be called for clarification on the technical specifications.</p> <p>Note :</p> <p>(i) As a normal practice, modifications of specification after opening of a tender should be avoided as far as possible. This procedure is to be adopted only in an unavoidable situation.</p>
<p>7. CI 38, Page 19</p>	<p>Evaluate the price bids on the following considerations and prepare comparative statement.</p> <p>i) The nature and extent of work.</p> <p>ii) The cost estimate prepared by the company for the job.</p> <p>iii) The reasonableness of the rates quoted for the individual components/ items of work (if available) vis-à-vis comparable rates e.g. existing market rates, schedule of rates of the company, rates recently awarded for similar jobs in the company etc. - for the following :</p> <p>a) Designs and drawings b) Civil works c) Supply of equipment d) Erection and installation of equipment e) Structural including fabrication etc. f) Performance testing and trial runs. g) Other works as may be required for the job.</p>	<p>Evaluate the price bids on the following considerations and prepare comparative statement.</p> <p>i) The nature and extent of work.</p> <p>ii) The cost estimate prepared by the company for the job.</p> <p>iii) The reasonableness of the rates quoted for the work on overall basis compared with the justified cost prepared after receipt of tender but before opening of Price Bid. The justified cost shall be prepared adopting any of the following:</p> <p>i) Compared with the existing market rate/recently awarded rate for similar jobs in the company with necessary updation. or ii) Assessment of probable quantity and cost thereof based on market rate/analysis/SOR as available based on judicious decision. iii) Assessment of probable cost by concerned technical department/consultant.</p> <p>During preparation of justified cost following aspects may be taken in to account:</p> <p>a) Designs and drawings. b) Civil works. c) Supply of equipment. d) Erection and installation of equipment. e) Structural including fabrication etc. f) Performance testing and trial runs. g) Other works as may be required for the job.</p>

	<p>39. Prepare a statement consolidating the following particulars with respect to the eligible tenderers :-</p> <p>i) Particulars as per Part I and assessment thereof</p> <p>ii) Finalised technical specifications and commercial- terms and conditions as per negotiations along with record notes/minutes during discussion and drafts of various clauses agreed and finalised.</p> <p>iii) Comparative statement for evaluation of price bids as per step 38.</p> <p>40. Put up comparative statement as per step 38 to tender committee.</p> <p>41(a). Recommend award of the contract to L1 if the overall amount for the contract as well as rates for individual items of work quoted by L1 are justified, competitive and reasonable/ workable when compared to comparable rates such as prevailing market rates (wherever possible and practicable), schedule of rates of the company or rates recently awarded for similar jobs in the company and in conformity with the guidelines given at step 38.</p> <p>41(b). It is not obligatory to recommend the award of work to the lowest tenderer in all cases. In case the lowest tender is found to be unworkable and unbalanced or impractical, negotiation may be carried out with L1 only to arrive at reasonable rate.</p>	<p>39. Prepare a statement consolidating the following particulars with respect to the eligible tenderers :-</p> <p>i) Particulars as per Part I and assessment thereof</p> <p>ii) Finalized technical specifications based on clarification along with record notes/minutes during discussion and drafts of various clauses agreed and finalised.</p> <p>iii) Comparative statement for evaluation of price bids as per step 38.</p> <p>40. Put up comparative statement as per step 38 to tender committee.</p> <p>41(a). Recommend award of the contract to L1 if the overall amount for the contract quoted by L1 are justified, competitive and reasonable/ workable when compared to justified rates assessed by the company as per guidelines given at step 38.</p> <p>41(b). It is not obligatory to recommend the award of work to the lowest tenderer in all cases. In case the lowest tender is found to be unbalanced, clarification may be obtained from L1 only to safeguard the interest of company.</p> <p>In case, the lowest offer is found to be on the higher side, justification of such rates may be sought once including break up of rates. Suo-moto rebates, if offered, during such justification may be considered.</p> <p>Negotiations, if unavoidable, may be carried out as per recommendation of the Tender committee after giving justifications and recording details of such negotiations. Such</p>
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	<p>41(c). In case the negotiation with L1 does not yield a reasonable rate re-tendering should be done straightaway except situations as covered in 35. However in case there is an emergency and the time required for re-tender cannot be allowed, the case of awarding work to the L1 tendered at the negotiated rate may be considered by an authority one step higher than the otherwise competent authority after recording the reasons.</p> <p>42. Recommend award in favour of bidder decided as per step 41.</p>	<p>negotiations shall be brought out in TC recommendations and approval of such negotiations be sought. This may be done in accordance with CVC circular.</p> <p>41(c). In case the negotiation with L1 does not yield a reasonable rate re-tendering should be done Straightway. However in case there is an emergency and the time required for re-tender cannot be allowed, the case of awarding work to the L1 tendered at the negotiated rate may be considered by an authority one step higher than the otherwise competent authority after recording the reasons.</p> <p>42. Recommend award in favour of bidder decided as per step 41.</p>
<p>No change in section 05 and Section 06.</p>		

BID NOTICE

COMPANY: PROJECT/ BID NOTICE NO. :
AREA DATE :

1. Sealed turnkey bids under three Part System are invited from reputed and experienced contractors for the following works :

Description of Work	Location	Estimated cost (₹)	Earnest Money (₹)	Period of completion
			(1% of the estimated cost rounded off to next hundred rupees subject to maximum of Rs. 100 lakhs)	

2. Earnest Money.

Rs..... as Earnest Money/ Bid Security. This is to be deposited in any of the following forms:-

Bankers Cheque/Demand Draft drawn in favour of Coalfields Ltd. on any scheduled Bank payable at its branch at

Irrevocable Bank Guarantee (from Scheduled Bank) with minimum validity up to..... in the format given in the Bid Document and as deliberated at ITB under earnest money.

(provision of bank guarantee shall be applicable only when earnest money exceeds Rs. 5.0 lakhs)

The Earnest Money/ Bid Security of the unsuccessful bidder shall be refundable as promptly as possible and shall bear no interest.

No Bid will be accepted unless accompanied by requisite Earnest Money Deposit as stated above.

NOTE(Not a part of Notice): In view of modified provision of extension of date due to non-receipt of three bids as deliberated at CL 09 of " Preparation And Compilation Of Tender Document", bid inviting authority shall mention minimum validity requirement(date) of BG against the work tendered. This shall be arrived at as deliberated at CL 09 of section 4.

3. Pre-bid Meeting:

Pre-bid meeting will be held on..... at..... time in the office of, if specified under Instructions to Bidders.

NOTE:- Delete clause 3 if there is no "pre-bid meeting".

4. Eligibility Criteria to qualify for the award of contract.

To qualify for award of contract the intending bidder must fulfill eligibility requirements as per Clause 3.3 and 3.4 of Instructions To Bidders (ITB).

5. Availability of Bid Documents

Bid document, including terms and conditions of work, is available on our website <http://.....> (Company's website) & Govt. Portal and can be downloaded directly from the website.

The bidders are requested to download the same and submit in accordance with instructions related to submission of bid under Notice and ITB. There is no application fee.

Note: Notice inviting authority may decide to make bid documents available physically from his office if the same is felt necessary. Suitable modification in the bid notice may be incorporated.

6. General Instructions for Submission of Bid

Bidder is required to submit his offer in sealed cover giving reference to this Bid Notice No. and date, containing offers in three parts-Part-I, Part-II & Part-III as specified in the Bid document. EMD is to be submitted along with the Part I.

Part I will be considered valid only when it accompanies earnest money.

Part I, part-II & Part-III should also be in sealed covers clearly super scribing as Part I, Part-II & Part-III on the respective envelopes (Name of the work shall be super-scribed on the left hand side of the covers). All the envelopes shall be placed in one cover and submitted as Bid super scribing name of the work, Bid Notice Reference No. and Date of opening on the sealed Envelope.

On the date of opening of Bid, the envelope containing Part-I will be opened. This Part-I will be considered as valid, for further consideration, only when Earnest Money is submitted, in appropriate form and as required as per NIT.

Part-I shall contain the following:

Full details of the firm, details related to fulfillment of eligibility criteria, earnest money, contractors bid, undertaking and Integrity Pact- if applicable.

Part-II shall contain the following:

- i) Technical offer along with technical specifications of equipment/ know-how offered, drawings, pamphlets etc. strictly in terms of tender enquiry along with bid document duly signed

Part -III - Prices only in the format as indicated in the bid document.

Part II & III envelope will be opened only in respect of such bidders as found valid after scrutiny of part I & II respectively.

7. Validity Period of Offer

The rates offered in Part III should be valid for 180 days from the last date of submission of Bid.

8. Receipt of Bids

Bids are to be received in sealed covers up toHRS on [date(s)] at the office(s) of

In the event of specified date of submission is declared a Holiday by employer, the bid will be received up to the appointed time on the next working day.

NOTE: Bids may be received at more than one office for high value bids. Office of such receipts shall be decided by bid inviting authority. Subsidiary/Bid Inviting Authority on its own shall decide location(s) for submission of Bid document based on bid value and nature of work.

9. Opening of Bids

Bids will be opened at..... HRS on..... (date) at the office of the General Manager(concerned technical department/concerned area)at.....

10. The company is not under any obligation to accept the lowest Bid/Bids and reserves the right to reject any or all the Bids without assigning any reason whatsoever, and also to distribute / split up the work and allot the work/works to more than one Bidder or accept the tender in part and not in its entirety, at its sole discretion.
11. The company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever.
12. Any addendum/corrigendum/sale date extension etc. in respect of above tender shall be issued on our websiteonly. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.
13. The bidder is required to sign the pre-contract integrity pact as per pro-forma given in the Bid. (Applicable for bids exceeding Rs.500 Lakhs as estimated cost).

Shri.....has been nominated as independent External Monitor for this tender, whose contact details are as under.

Name	Address	Contact Number

Signature _____

- 1) If the bid is invited from un-registered contractors, then pre-qualification criteria shall be included in the notice.
- 2) Notice is indicative and subject to improvement.

INSTRUCTIONS TO BIDDERS (REPLACES THE EXISTING PROVISION)

1. SCOPE OF TENDERER

1.1 The _____ (referred to as Employer in these documents) invites bids for the construction on turnkey basis for the works (as defined in these documents and referred to as "the works") detailed in the table given in the Notice Inviting Tenders (NIT). The bidders may submit bid for any or all of the works (Packages or slices) detailed in the NIT.

1.2 The successful Bidder will be expected to complete the Work(s) within the Intended Completion period specified in the notice.

1.3 The total scope of supply and works & services shall be split into two contracts-one covering the supply part and the other covering the works & services part. Both contracts will contain a cross fall breach clause specifying the breach of any one contract will also constitute breach of the other contract and the whole contract combined.

2. ELIGIBLE TENDERERS :

2.1. The Invitation for Bid(s) is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, any legal entity or joint ventures. The bidders shall be eligible to participate only if they fulfill the qualifying criteria laid down separately hereinafter.

2.2. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works shall not be eligible to Bid.

2.3. Joint Venture: Two or three companies/ contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract (applicable for bids with estimated cost above Rs. 5 crores).

Joint Venture Details :-

Name of all partners of a joint Venture (Not more than 3)
1. Lead partner
2. Partner
3. Partner

NOTES : Joint ventures must comply the following requirements :

i) Following are the minimum qualification requirements for joint ventures:

a) The qualifying criteria parameter e.g. experience of the individual partners of the J.V with be as deliberated under cl.3.4(A) of ITB towards fulfillment of qualification criteria related to experience.

b) The qualifying criteria parameter e.g. financial resources (turnover and working capital) of the individual partners of the J.V. will be added together, for the relevant period, and the total criteria should not be less than as deliberated under cl.3.4(B) & 3.4(C) of ITB towards fulfillment of qualification criteria related to financial turnover.

ii) The formation of joint venture or change in the Joint Venture character/ partners after submission of the bid and any change in the bidding regarding Joint Venture /will not be permitted.

iii) The bid, and in case of a successful bid- the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.

iv) The pre-qualification of a Joint Venture does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture or association. In case of dissolution of a Joint Venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.

v) The bid submission must include documentary evidence to the relationship between Joint Venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

vi) One of the partners shall be nominated for being in charge of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.

vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.

viii) The contract agreement should be signed by each Joint Venture Partners. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the JV or authorized signatory on behalf of JV.

ix) The bid should be signed by all the partners of the Joint Venture.

x) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Venture including the same entity as partner will be rejected.

xi) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility criteria and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.

xii) The earnest money / bids security bank guarantee can be submitted by the Joint Venture or one or more partners of the Joint Venture.

xiii) The JV agreement must specifically state that it is valid for the project for which bidding is done. If JV breaks up midway before award of work and during bid validity period bid will be rejected.

If JV breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV shall be debarred from participating in future bids for a minimum period of 12 months.

xiv) JV agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.

xv) JV shall open a bank account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/TIN etc shall be submitted by JV before making any payment.

2.4 The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

2.5 No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors.

3. QUALIFICATION OF THE TENDERER:

3.1 All bidders shall provide in Part-1- Forms of Bid and Qualification Information, contractors bid and undertaking and in Part-II - a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

3.2 In the event that prequalification of potential bidders has been undertaken, only Bids from pre-qualified bidders will be considered for award of Contract.

3.3 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids (copies of all documentary evidences are to be duly authenticated by the tenderers/ constituted attorney of the tenderer with full signature and seal. All signed declarations are to be made in the tenderer's letter head.)

- a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of signatory of the Bid to commit the Bidder.
- b) Total monetary value of turn Over in each of the last three years (Charter Accountant's Certificate or audited balance sheet).
- c) Details of having completed similar works during last 7 years including monetary value, period, reference work order and name and address of clients who may be contacted for further information on performance.
- d) Evidence of adequacy of average annual financial turnover during last 3 years ending 31st March of the (previous) financial year should be at least 30% of estimated value of the work.
- e) Evidence of adequacy of working capital (at least 20% of value of the work) for this Contract [Banker's (scheduled bank) certificate regarding availability of access to credit issued within three months prior to date of submission of Bid].
- f) Permanent Income Tax Account No(PAN).
- g) Particulars of sales tax/ vat registration with appropriate authority (any Indian State/UT).
- h) Particulars of service tax registration.
- i) Bidders should sign and submit the "Pre contract Integrity Pact" as per format provided in the bid document .(Applicable for bids with estimated cost above 5 crores.)
- j) The bidder will have to submit a declaration in support of the authenticity of the credential submitted by him and also with other commitment along with the bid in the form of an Undertaking on Bidder's letter head as per the format provided in the bid document.
- k) Two or three companies/contractors participating in the bid as Joint Venture should submit Firm-wise e.g. (i) participation details/contribution of each, (ii) Legal status of firm, (iii) PAN, (iv) VAT/sales Tax Registration, (v) Service Tax Registration, (vi) Joint Venture Agreement.

NOTE:

If a Bidder deliberately provides wrong information or submits false credentials in support of his qualifications, the Company reserves the right to terminate/ rescind the contract, forfeit the EMD and other dues of the contractor and to take any other action as may be deemed fit.

3.4 To qualify for award of the contract –

A. **Work Experience:** The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar turnkey works during last 10 (ten) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be any of the following.

i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost put to tender.

Or

ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender.

In case the bidder is not a prime contractor, but a sub-contractor, the bidder's experience as sub-contractor will be taken into account, against suitable document that the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contracts in the original contract awarded to prime contractor. The document may be issued by owner/Govt. department on behalf of the owner.

The definition of similar works shall be

The intending tenderer must submit documentary evidence in support of above in the form of (i) certified copy of work order, (ii) completion certificate indicating value and period of work, The TDS certificate be submitted during clarification, if any (iii) In case of Sub-contractor, Suitable document as per provision above

Note:

1) The experience towards overseas jobs, if submitted, should be vetted/endorsed by the relevant* embassy/high commission concerned, towards authenticity of document.

(*country where the bidder has executed the said work or country of origin of the bidder).

2) Joint Venture, shall be allowed for participation in the bid with estimated cost Above Rs. 5.0 Crores.

The above qualification criteria shall be fulfilled by JV in the following manner.

The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be added together as deliberated hereinafter towards fulfillment of qualification criteria related to experience.

a) In case of completion of single work of similar nature costing, not less than the amount equal to 80% of the estimated cost put to tender:-

i) Any of the JV partner shall have the experience of having completed successfully a single work of similar nature equal to 80% of the estimated cost put to tender.

Or

b) In case of completion of two works of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender :-

i) Any one partner can match the above requirement.

Or

ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

c) In case of completion of three works of similar nature, each costing not less than the amount equal 40% of the estimated cost put to tender:-

i) Any one partner can match the above requirement.

Or

ii) Any two partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender:-

Or

iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.

However, during fulfillment of any of the above criteria one of the partner, who is the lead partner shall have :-

i) More than 50 (fifty)% share in J.V.

and

ii) Experience of having completed successfully a single work of similar nature equal to at least 40% of estimated cost put to tender.

Experience for those works only shall be considered for evaluation purposes, which match eligibility requirement stipulated above, on or before the last day of month previous to one in which tender has been invited (publication date of NIT). The experience of incomplete/ongoing works as on last date of eligibility period will not be considered for evaluation. If the referred work includes construction as well as maintenance after construction, the experience of such work may be considered as 'acceptable' if the construction part is completed as on the last date of 'eligibility period', even if maintenance work is ongoing, and the certificate issued clearly stipulates the same.

Turnkey completion of works means completion of works by undertaking entire responsibility from concept, design through construction, completion and commissioning.

In all the above cases, while considering the value of completed works, the full value of completed work be considered whether or not the date of commencement is within the said ten years period.

Cost of previous completed work(s) shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. The year can be considered as suitable consecutive 365 days till the last day of month previous to one in which bid has been invited. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

B. Average annual financial turnover during the last 3(three) years, ending 31st March of (previous) financial year should be at least 30% of the estimated cost put to tender.

The intending bidder must submit documentary evidence in support of above in the form of certificate from Chartered Accountant or audited balance sheet or suitable acceptable documents.

If the audited balance sheet for the immediately preceding year is not available in case of tender notified before 30th September, audited balance sheet/ profit and loss statement and other financial statement of the three financial years immediately preceding the previous financial year may be adopted for evaluating the credentials of the bidder.

Note:

i) Financial turnover shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered from the end date of financial year. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

Joint Ventures shall meet the above eligibility requirement, in the following manner:

The qualifying criteria parameter e.g. financial resources of the individual partners of the J.V. will be added together, for the relevant financial year, and the total should not be less than as spelt out above. this is applicable for 3.4(C) also.

C. The bidder must produce the evidence of adequacy of a minimum working capital, 20% of the estimated cost of the work.

Banker's Certificate (Scheduled Bank) shall be produced regarding availability of access to credit (issued within 3 months prior to date of submission of Bid) to meet the above eligibility criteria.

D. Permanent Account Number: The bidder should submit a Permanent Account Number (PAN) issued by Income tax Department.

In case of JV, all the partner should submit PAN.

E. VAT/Sales Tax registration: The bidder should submit a VAT/Sales tax registration issued by sales tax department of any Indian state/UT.

In case of JV, each individual partner shall submit certificate of registration issued by sales tax department of any Indian state/UT.

F. Service Tax Registration: the bidder should submit service tax registration issued by appropriate authority.

In case of JV, each individual partner shall submit certificate of registration issued by appropriate authority.

- 3.5** If the bidder is a subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.
- 3.6** Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failures etc.

Notes : (Not a part of bid document)

1) The qualification criteria shown above are to be considered as a standard for normal works. Based on requirement this may be modified with appropriate approval.

2) The documents to be furnished by the bidder to prove that he is satisfying the qualification criteria laid down should all be in the bidders name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a holding company relies on the credential of its wholly owned subsidiaries.

4. ONE BID PER BIDDER

4.1 Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a joint venture or a public/ private limited firm or any legal entity. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

5. COST OF BIDDING

5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

6. SITE VISIT

6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, approach road, soil condition, investigation report, existing works if any connected to the tendered work, drawings connected to the work if/ as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

6.2 It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates and prices.

6.3 Site Investigation Reports: The Contractor, in preparing the bid, shall rely on the Site Investigation Report referred to in the contract data, supplemented by any information available to the Bidder

6.4 The bidder is expected, before quoting his rate, to go through the requirement of materials, workmanship, specification and conditions of contract.

7. CONTENT OF BIDDING DOCUMENTS

7.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 9:

Section 1	Notice Inviting Tender
Section 2	Instructions to Bidders.
Section 3	Forms of Bid, Qualification Information, Contractors Bid and undertaking;
Section 3	Conditions of Contract;
Section 4	Specifications;
Section 5	Tender Drawings;
Section 6	Scope of work/procedure and form of bidding the price including weight and volume of major components of work
Section 7	Forms of Securities, Forms of Bank Guarantees and form of Article of Agreement.
Section 8	Pre-contract Integrity pact (if applicable)

8. CLARIFICATION OF BIDDING DOCUMENTS

8.1 A prospective Bidder requiring any interpretation or clarification of the bidding documents may notify the Employer in writing or by e-mail or by facsimile at the Employer's address indicated in the Notice Inviting Tender. The Employer will respond to any request for clarification received earlier than 15 days prior to the deadline for the submission of Bids. Copies of the Employer's response, if relevant, will be uploaded on website, including a description of the inquiry but without identifying its source.

8.2 Pre-bid meeting: A pre-bid meeting will be held onat.....hrs. at the office of.....to clarify the issues and to answer questions on any matter that may be raised at that stage.

Non-attendance of pre-bid meeting will not be a cause of disqualification of the bidder and it shall be presumed that the bidder does not require any clarification. The purpose of the pre-bid meeting is to clarify issues.

9. AMENDMENT OF BIDDING DOCUMENTS

- 9.1 Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.
 9.2 Any addendum thus issued shall be part of the bidding documents and shall be up loaded on the portal. Prospective Bidders shall download the same and submit during bid submission.
 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 18.2 below.

10. LANGUAGE OF BID

- 10.1 All documents relating to the Bid shall be in the English language.

11. DOCUMENTS COMPRISING THE BID

- 11.1 The Bid, comprising of three parts, will be submitted by the bidder in the following manner :
- a. **Part I** of the bid to be submitted in 1st inner sealed envelope comprising of –
 - (i) Bid security/earnest money deposit,
 - (ii) Letter of the bidder submitting the bid in the form as stipulated in 'Contractor's bid' of the bid document and
 - (iii) Qualification information as indicated in bid document and Documents as required in accordance with stipulations of bid document and any other materials required to be completed and submitted by bidder in accordance with these instructions. All these documents are to be signed by authorized signatory of the bidder on all pages.
 - (iv) Undertaking duly signed as per format given in the bid document.
 - (v) Integrity pact, if applicable.
 - b. **Part II** of the bid to be submitted in the 2nd inner sealed envelope comprising of
 - i) Technical offer along with technical specifications of equipment / know-how offered, drawings, pamphlets etc. strictly in terms of tender enquiry.
 - (ii) The bid document downloaded from website, duly signed by authorized signatory of the bidder on all pages.
 - c. **Part III** of the bid, to be submitted in 3rd inner sealed envelope, shall comprise of Price Bid only in the format as indicated in the tender documents.
 - d. All the inner sealed envelopes will then be placed in one outer envelope, sealed and marked properly as per Clause 17 and submitted to the Employer at its address before the deadline for submission of the bid as described in Clause 18.

12. BID PRICES

- 12.1 The bidder shall closely study all specification in detail and scope of work which govern the rates he is quoting. The contract shall be for the whole Works as described in Sub-Clause 1.1, based on the scope of work as detailed in the bidding document.
 12.2 The Bidder shall submit rates and prices for all items of the Works described in the scope of works. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
 12.3. All duties, taxes (excluding Service Tax only) and other levies, octroi, royalty, building and construction workers cess (as applicable in States) payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments,

operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid.

The item wise rate quoted shall be exclusive of service tax (share of service provider). Service tax (share of service provider) will be paid extra, if payable. Payment of service tax (share of service provider) by the service availer (i.e. CIL/Subsidiary), to the service provider would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant service tax rules. Cenvat credit is to be availed by paying authority as per rule.

Payment/deposit of service tax (share of service provider) is the responsibility of the service provider.

12.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract indicated in the bidding document.

12.5 The bidder has to submit a tentative value

- a) Minimum guaranteed Cenvat credit on account of Excise duty
- b) Minimum guaranteed Cenvat Credit on account of Service Tax
- c) Input Tax credit on account of VAT

13. CURRENCIES OF BID AND PAYMENT

13.1 The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees.

14. BID VALIDITY

14.1 Bid shall remain valid for a period not less than one hundred and eighty days after the deadline for bid submission specified in Clause 18. A bid valid for a shorter period shall be rejected by the Employer.

14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by e-mail. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 15 in all respects.

15. BID SECURITY/EARNEST MONEY DEPOSIT

15.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in NIT for this particular work. Bid security/EMD is to be deposited in any of the following form:

Bankers Cheques/Demand Drafts will be acceptable as Bid Security/ Earnest Money drawn in favour of
Coalfields Ltd. on any Scheduled Bank payable at its branch at

Irrevocable Bank Guarantee (from Scheduled Bank) with validity up to the period as mentioned in the NIT and in the format given in the Bid Document. Bank guarantee issued by out station bank shall be operative at their local branch ator at their branch at..... In case of extension of bid validity, on mutual consent, the validity of B.G. shall be suitably extended.

(Provision of bank guarantee shall be applicable only when earnest money exceeds Rs.5.0 lakhs.)

15.2. Any Bid not accompanied by an acceptable Bid Security/ /EMD shall be rejected by the Employer as non-responsive.

15.3 The Bid Security/ /EMD of the unsuccessful bidder shall become refundable. The unsuccessful bidder for this purpose means the bidder who has not qualified for opening of Part II / Part III of the bid and those who have not emerged as L-1 bidder after opening of price bid.

15.4 The Bid Security/ EMD submitted in the form of BG, of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security (1st part of Security Deposit).

The Bid security /EMD submitted in the form of Demand draft, of the successful Bidder, may be retained and adjusted with performance security, at bidders option.

15.5 The Bid Security/Earnest Money may be forfeited:

- a) If the Bidder withdraws/modify the Bid after Bid opening during the period of Bid validity/Mutually extended validity or
- b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - (i) sign the Agreement; or
 - (ii) furnish the required Performance Security/ Security Deposit.

Or

If the bidder does not accept the correction of the bid price pursuant to clause 25 of ITB.

The bidder will not be allowed to participate in retender. Additionally company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12 months.

15.6 The Bid Security/ EMD deposited with the Employer will not carry any interest

16. FORMAT AND SIGNING OF BID

16.1 The Bidder shall prepare the bidding documents comprising the Bid as described in Clause 11 of this instruction to Bidders.

16.2 All documents of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder, pursuant to Sub-Clauses 3.3(a). All pages of the Bid document shall be numbered and initialed by the person or persons signing the Bid.

16.3 The Bid shall contain no alterations, or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid. Erasing or overwriting in the bid document may disqualify the bidder.

17. SEALING, MARKING AND SUBMISSION OF BIDS

17.1 The Bidder shall seal the Bid in three inner sealed envelopes and one outer sealed envelope, duly marking the inner envelopes in the following manner :

- a. 1st inner sealed envelope will be marked " Part I - Bid for _____
_____ comprising of Bid Security/EMD, Qualification Information, contractors bid and
undertaking. and integrity pact if applicable"
- b. 2nd inner sealed envelope will be marked as " Part II - Technical and Commercial Part for
_____ comprising of Technical document and document downloaded
from website as specified under clause 11.1(b) "
- c. 3rd inner sealed envelope will be marked " Part III - Price Bid for _____
_____ "

d. Outer Sealed envelope will be marked as " Bidding Documents for _____
_____."

17.2 The inner envelopes placed in outer envelopes shall :

a. Be addressed to the Employer at the following address and submitted accordingly before the deadline for submission of bid as indicated in Clause 18:

and

b. Inner and outer envelopes will bear the following additional identification:

- Bid for _____ .
- Bid Reference No.
- DO NOT OPEN BEFORE _____ HRS IST on _____.

17.3 In addition to the identification required in Sub-Clause 17.2 the inner and outer envelopes shall indicate the name and address of the Bidder.

17.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

18. DEADLINE FOR SUBMISSION OF BIDS

18.1 Bids shall be delivered to the Employer at the address specified above not later than _____ In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

18.2 The Employer may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

19. LATE BIDS

19.1 Any Bid received by the Employer after the deadline prescribed in Clause 18 due to any reason whatsoever will not be accepted.

20. MODIFICATION AND WITHDRAWAL OF BIDS

20.1 Bidders may modify or withdraw their Bids by giving notice in writing before the deadline prescribed in Clause 18 in case the bidder has submitted the bid well before the deadline or extended deadline.

20.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 11, 16, 17 and 18, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.

20.3 No Bid may be modified after the deadline for submission of Bids.

20.4 Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the bid document or as extended pursuant to Sub-Clause 14.2 may result in the forfeiture of the Bid Security and other penalties pursuant to Clause 15.

21. BID OPENING

21.1 The Employer will open part I of the bids (inclusive of Earnest Money) first, including modifications made pursuant to Clause 20, in the presence of the bidders' or their representatives who choose to attend at the time and in the place specified in NIT. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at

the appointed time and location on the next working day.

Bids accompanied without earnest money will not be considered as valid and will be summarily rejected.

21.2 After examination and evaluation of part I of the bids in accordance with Cl. 24 of these instructions, part II of the bids which are substantially responsive and fulfill the requisite eligibility criteria laid down under these instructions shall be opened.

21.3 Part III of the bids which are technically and commercially at par and substantially responsive in accordance with specifications, scope, terms and conditions and fulfilling the requirements of the instructions to the bidders, shall be opened.

21.4 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 20 shall not be opened and will be returned to the bidder.

21.5 The Bidders' names, the Bid Prices, the total amount of each Bid, any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

22. PROCESS TO BE CONFIDENTIAL

22.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

23. CLARIFICATION OF BIDS

23.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing.

23.2 No document presented by the bidder after closing date and time of submission of bid will be considered unless otherwise called for during scrutiny / evaluation and shall be against written request only.

24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

24.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid :

- a. meets the eligibility criteria defined in Clause 3;
- b. has been properly signed;
- c. is accompanied by the required securities and
- d. is substantially responsive to the requirements of the Bidding documents.

24.2 A substantially responsive Bid is one which conforms to all the terms, conditions & specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one:

- a. which affects in any substantial way the scope, quality, or performance of the works;
- b. which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
- c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

24.3 If a Bid is not substantially responsive, it may be rejected by the Employer at its sole discretion.

25. CORRECTION OF ERRORS

25.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetical errors. Errors will be corrected by the Employer as follows :

- a. where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and

- b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- c. discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected .

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer alongwith other tender/tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of the offer.

25.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

26. EVALUATION AND COMPARISON OF BIDS

26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 24. Price bid of the bidder will have no condition.

26.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows :

- a. making any correction for errors pursuant to Clause 25.
- b. making an appropriate adjustment for any other quantifiable acceptable variations, deviations,
- c. making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 20; and
- d. making appropriate adjustment to reflect impact of service tax.

26.3 The Employer reserves the right to accept or reject any variation, deviation and other factors that are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the employer shall not be taken into account in Bid evaluation.

26.4 No document presented by the bidder, after closing date and time of bid, will be taken into account by the evaluation committee unless otherwise called for during scrutiny / technical scrutiny by the tender committee as clarification. If a bidder offers a rebate unilaterally after the closing date and time of the bid, it will not be taken into account for evaluation purpose by the tender committee, but if that bidder emerges as the lowest evaluated, the rebate offer will be taken into account for determination of the total offer.

26.5 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the work, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

27. AWARD CRITERIA

27.1 Subject to Clause 28, the Employer will award the Contract to the best qualified Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price. Employer shall be the sole judge in this regard.

28. EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS

28.1 Notwithstanding Clause 27, the Employer reserves the right to accept, negotiate, or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

29.1 The Bidder, whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period in writing by e-mail and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

29.2 The notification of award will constitute the formation of the Contract.

The works should be completed within the period specified in the NIT from expiry of *30(Thirty)days from the issue of letter of acceptance issued by department or within 7 days of handing over of the site, whichever is later.

29.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 60(sixty) days following the notification of award along with the letter of Acceptance and / or Work Order issued by department.

In case of failure to submit performance security and **enter** in to agreement in specified period or extended period, on written request of contractor, if any, the department in addition to other penal measures as per clause 15.5 of ITB shall debar the selected bidder from participating in re-tender. In addition, the department may debar the bidder from participating in future bids for at least **12** months.

29.4 In the bidding process, the cause of rejection of Bid of any bidder should be intimated to non-qualified bidder after the award of the work to the successful one. The Security / Earnest Money shall be refunded to unsuccessful bidders as per provision of Cl. 15.3.

29.5 The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copy, additional cost to be charged.

All additional copies should be certified by the Engineer-in-Charge.

The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorized by the company for the purpose.

The contract document shall not be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

30. PERFORMANCE SECURITY/ SECURITY DEPOSIT/PERFORMANCE GUARANTEE

30.1 Security Deposit shall consist of two parts;

- a) Performance Security to be submitted at award of work and
- b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

30.1.1 Performance Security should be 5% of contract amount and should be submitted by the successful bidder within 30 days of issue of LOA in any of the form given below after which bid security/earnest money will be refunded to the contractor.

- a Bank Guarantee in the form given in the bid document from any schedule bank acceptable to the owner. Bank guarantee issued by out station bank shall be operative at their local branch ator their branch at
- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.
- Demand Draft drawn in favour of Coalfields Ltd on any Scheduled Bank payable at its Branch at.....

The Earnest Money/ Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1st part of security deposit.

The bid security deposited in the form of Demand draft/ cash may be adjusted against the Performance security (1st part of security deposit) at bidder's option.

- 30.1.2 If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either -
- (a) at Bidder's option by a Scheduled Bank as per provisions of cl.30.1.1. The BG shall contain complete postal address, telephone number, fax number and email address of both out station bank issuing the BG as well as its local operating branch.
 - (b) by a foreign bank located in India and acceptable to the employer.

30.1.3 Retention Money should be deducted at 5% from running bills. Total of performance security and Retention Money should not exceed 10% of contract amount.

Retention Money may be released against equivalent Bank Guarantee only for values above Rs.25.0 lacs.

30.2 The Guarantee amount shall be payable to the Employer without any condition whatsoever.

30.3 Performance Security/Retention Money shall be converted into Performance Guarantee on successful completion of work in accordance with contract and upon satisfactory trial operations.

Performance security/ Retention Money/ security deposit submitted in the form of BG shall be valid for 90 days after the end of Guarantee period.

- 30.4 The Performance Guarantee shall cover additionally the following guarantees to the Employer:
- (a) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents,
 - (b) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the employer fully remedy free of expenses to the Employer such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the Conditions of Contract.

30.5 The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However it is not construed as limiting the damages under clause entitled 'Equipment Performance Guarantee' in section Technical Conditions of Contract and damages stipulated in the other clauses in the bidding documents.

30.6 All Bank Guarantees are to be submitted in the format prescribed by the company in the bid document. Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank acceptable to the owner. The BG issued by outstation bank shall be operative at its local branch at.....or branch at.....

30.7 The Company shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.

30.8 The Contract Performance Guarantee will be returned to the Contractor without any interest at the end of the Guarantee Period as per provisions of the contract. Any defect/defects in the work, if detected during guarantee period shall be rectified to the satisfaction of the Engineer-in-Charge within the said guarantee period or its due extension till completion of the rectification works as required.

30.9 Failure of the successful Bidder to comply with the requirements of Sub-Clause 30.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months.

31. EMPLOYMENT OF LABOUR

31.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the minimum wages as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. as may be in force.

Payment of Provident Fund for the workmen employed by him for the work as per the Laws prevailing under provision of CMPF / EPF and allied scheme valid from time to time shall be the responsibility of bidder. Bidder shall also submit statutory returns.

31.2 The bidder shall comply with statutory requirements of various acts including CL(R&A) Act.

NOTE: In case company decides/ circulates separate wages for such works within mine premises, the same may be allowed based on appropriate circular. Clause 31.1 shall stand amended to this extent before notification of bid.

32. LEGAL JURISDICTION

32.1 Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction ofcourt only.

33. DEEMED EXPORTS

33.1 If the bidder has quoted any item/ items under the deemed exports then it will be the responsibility of the Bidder to get all the benefits under deemed exports from the Government. The Company's responsibility shall only be limited to the issuance of required certificates. The quotation of the Bidder will be unconditional and phrases like "Subject to availability of deemed exports benefit" will not find place in it.

34. CONSULTANTS NOT TO BID & VICE-VERSA :

34.1 A firm which has been engaged by the Company to provide Goods or Works for a project or any of its affiliates will be barred from providing consultancy services for the same project. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a project and any of its affiliates will be barred from subsequently providing Goods or Works or services related to the initial assignment for the same project.

35. SUB-CONTRACTOR/ SUB-VENDOR :

35.1 The contract agreement will specify major items of supply of services for which the contractor proposes to engage Sub-Contractor/ Sub-Vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit the proposals in this regard to the Engineer in Charge/ Designated Officer in Charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer in Charge/ Designated Officer will not relieve the contractor from any of his obligation, duties and responsibilities under the contract.

35.2 If a contractor submits his bid, qualifies and does not get the contract because of his not being the lowest, he will be prohibited from working as a sub-contractor for the contractor who is executing the work.

36. e-payment

The bidders have to furnish the details of their bank A/c Nos. Name and Address of the Bank and Branch Code along with the Bid. Successful bidders/ Bidders are required to submit an Authorization form duly signed for e-payment to them. Enclosed Annexure be filled in and submitted along with the Bid.

37. Integrity Pact (Applicable for bids with estimated cost exceeding Rs. 5 Crores).

Bidders are required to submit the pre-contract integrity pact duly signed, witnessed as per enclosed format along with the bid Part-I/cover-I. This will be signed by the authorized signatory of the bidder(s) with name, designation and seal of the company. Bidders who do not sign the pact shall be disqualified from participation in the Bid process.

38. Changes in Firms Constitution to be intimated

Previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the Firm. If previous approval is not obtained the same will be treated as a breach of contract and shall have same consequences due to such breach of contract.

39. Miscellaneous.

39.1 The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.

39.2 The contractor will have to submit valid H.T. Electrical Contractor's license issued by the electrical licensing board of state of execution or electrical contractor's license issued by any Indian state duly recognized/endorsed by electrical licensing board of state of execution before execution of agreement.

39.3 After opening of the Tender if the company decides to seek clarification, the tender should be in a position to depute their representative, at short notice, with full authority on technical and other matters.

39.4 Throughout the bidding documents, the terms 'bid' and tender and their derivatives are synonymous.

39.5 The company shall not be responsible for any delay/difficulties/inaccessibility of the downloading facility for any reason whatsoever.

i) The bidders will be required to submit an undertaking that they will accept the Bid documents as available in the website and their Bid shall be rejected if any tampering in the Bid documents is found to be done during opening or at any time after opening of Bid and during pendency of the contract. The Undertaking enclosed with the bid covers this aspect.

ii) In case of any discrepancy between the Bid documents downloaded from the website and the master copy downloaded from website and available in the office, the latter shall prevail and will be binding on the Bidders. No claim on this account will be entertained.

39.6 Instruction to Bidders shall be a part of contract agreement.

CHECK LIST FOR SUBMISSION OF BID.

(Specimen only, subject to improvement)

- 1) Earnest Money - Demand Draft /Bank Guarantee (as per enclosed pro-forma).
- 2) Constitution / Legal status of Bidder including place of Registration and Principle place of business e.g. Memorandum of Understanding, Articles of Agreement, Partnership Deed, affidavit in case of Proprietary Firm and Authorization/Power of Attorney of Bid Signatory.
- 3) Joint Venture details including JV Agreement and details covering 2 for JV Partners – if applicable.
- 4) Details of Permanent Account No. (PAN)- (for bidder/ all partners of JV)
- 5) Details related to fulfillment of Eligibility Criteria.
 - a. Certificate of completion of similar work (Ref. Cl. 3.4(A) of ITB).
 - b. Work Order for the work(s) referred in 6(a).
 - c. In case of Sub-contractor, suitable document as per cl. 3.4(A) of ITB- if applicable.
 - d. Information on financial turn over (ref. Cl. 3.4(B) of ITB).
 - d. Documents related to availability of adequate working capital.(ref. Cl. 3.4(C) of ITB).
- 6) Particulars of Registration with Sales Tax Authority / VAT of any Indian state/UT.(for bidder/ all partners of JV)
- 7) Particulars of registration with service tax authority- (for bidder/ all partners of JV)
- 8) Integrity Pact duly signed and witnessed.(Applicable for bids with estimated cost of above Rs.5.0 Crores).- Duly signed by bidder or all JV partners.
- 9) Undertaking on Bidder's letter head as per enclosed pro-forma.- Duly signed by bidder or all JV partners.
- 10) Contractor's Bid as per enclosed pro-forma.- Duly signed by bidder or all JV partners.
- 11) E-payment details as per format.

Note: Details as at 1-11 are to be submitted in part-I bid

- 12) Technical details required as per bid document (to be submitted in Part-II Bid).
- 13) Bid Document duly signed in all pages excluding Price Part as per Cl. 11.1 of ITB (to be submitted in Part-II Bid).
- 14) Price Bid comprising of priced Bill of Quantity duly filled in and signed in all pages (to be submitted in Part-III Bid).

All information/documents shall be duly signed and authenticated by the individual bidder or all partners of JV.

PART-I

CONTRACTOR'S BID AND ACCEPTANCE OF BID CONDITIONS

On the letter head of the company by the Bidder or authorized officer having power of attorney to sign on behalf of the bidder
To :

Sub : BID for the Work _____

Ref: Bid Notice No

Dear Sir,

This has reference to above referred tender. I/we have read and examined the conditions of contract, scope of work, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this tender is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us andcoalfields ltd.

Should this bid be accepted, I/we agree to furnish Performance Security within 30 days of issue of letter of acceptance and commence the work within 30 days of issue of letter of acceptance. In case of our failure to abide by the said provision..... Coalfields Ltd. shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating future tenders for a minimum period of 12 months.

Yours faithfully,

Signature of Bidder OR Authorized signatory
in case of JV, All partners of JV

Encl. i) Earnest Money of Rs..... vide Dated

ii) _____

(Ref. Clause- 3.3 of ITB)

Format for Undertaking:
To be Submitted by Bidder on Bidder's letter head

UNDERTAKING.

I / We,, Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of M/S., solemnly declare that:

1. I/We am/are submitting Bid for the work.....against Bid Notice No. Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.

2. Myself/Our Partners/Directors don't has/have any relative as employee of..... (Name of the Company)

3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.

4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.

5. I/ We hereby authorize department to seek references / clarifications from our Bankers.

6. I/We have submitted particulars of existing Sales Tax / VAT registration. We also undertake that Certificate of Registration with appropriate Sales Tax / VAT Authority where the work will be executed shall be arranged before any payment is made to us.

7. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.

8. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

* Delete whichever is not applicable.

9. ** I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.
(In case of JV, all partners are covered)

Or

**I / Wehave been banned by the organization named " _____ " for a period of..... year/s, effective from to.....

[in case of JV, name(s) of the JV Partner(s)]

** Delete whichever is not applicable.

10. I / We hereby declare that I shall/we will accept the Bid documents as available in the website and our Bid shall be rejected if any tampering in the Bid document is found to be detected at the time of opening of Bid or at any time thereafter and in such case department shall be free to take appropriate action as it deems fit.

In case of missing pages, I shall / We will abide by the terms and conditions etc. of the original Bid document as hoisted in the website of the company.

11. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

12. I/ We (including all members of joint venture and sub-contractors) are not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specification and other documents for the project or being proposed as engineer for the contract.

Signature of the Bidder
In case of JV signature of all partners of JV

Dated.....

Seal of Notary

QUALIFICATION INFORMATION

(The information to be submitted by Individual Bidders or Individual Member of Joint Ventures)

1.1 Bidders Details :

Sl.No.	Particulars	Remarks/Details
1.	Constitution or Legal status of Bidder (attach)	
2.	Place of registration :	
3.	Principal place of business	
4.	Power of Attorney of Bid signatory : (attach)	

i) If an individual:

- a) Full name :
b) Postal Address :

ii) If proprietary firm:

- a) Name of the Proprietor :
b) Full postal address of Firm/ Proprietors :

iii) If partnership firm:

- a) Full name of partners :
b) Full postal addresses of the firm :
c) Partnership Deed :

iv) In case of Company:

- a) Date and place of registration :
b) Memorandum & Articles of Association :
c) Full postal address of the registered office :

In case of Joint Venture all relevant details in respect of all the partners be submitted.

1.2 Details of the turnover (Last three years) :

Annual Turnover Data			
Sl No	Year	Turnover (Rs.)	Remarks
1			
2			
3			

Enclose – Relevant balance sheets / certificate issued by practicing C.A (with Name & Membership No.) based on last three years audited balance sheet.

In case of Joint Venture above details in respect of all the partners be submitted.

1.3 Joint Venture:

Name of all partners of a Joint Venture (Not more than 3)
1. Lead partner
2. Partner
3. Partner

NOTES: Joint Venture must comply the requirements of clause 2.3 under Instruction To Bidders:

Joint Venture Agreement be enclosed.

- 1.4 Documents fulfilling Clause 3.4(A) of Qualifying Criteria under ITB be submitted
 1.5 Documents fulfilling Evidence of adequacy of average annual financial turn over during last three years ending 31st March of the (previous)* financial year should be at least 30% of the estimated value of the work.- refer clause 3.4(B)
 1.6 Document related to evidence of possessing adequate working capital- refer clause 3.4(C).

2.0 PERMANENT INCOME TAX ACCOUNT NO. (PAN). – enclose.

In case of Joint Venture, PAN in respect of all the Joint Venture Partners shall be submitted.

3.0 DETAILS OF EARNEST MONEY/PERFORMANCE SECURITY

Details of Certified cheques /Draft /B.G along with Name of Banker on whom drawn :
 Amount (Rs.) :
 BG Valid up to (if applicable).

4.0 OTHER DETAILS.

- (a) Particulars of Registration for Sales Tax / VAT of any Indian State/UT as applicable – enclose.
 In case of Joint Venture, Certificate of Registration with Sales Tax / VAT in respect of all the Joint Venture Partners shall be submitted.
 (b) Particulars of Registration for Service Tax– enclose.
 In case of Joint Venture, Certificate of Registration with Service Tax Department in respect of all the partners of the Joint Venture shall be submitted.

5.0 Acceptance by the Bidder of conditions of contract as per Bid Documents: Attach signed copies of the bid document downloaded from website along with the Bid as proof of acceptance. Also enclose “Contractors bid” and “Undertaking on Bidder's letter head”.

 Signature of the Bidder.

In case of JV, all partners of JV

NOTE:- Separate sheet may be attached to furnish details, if necessary.

OPTIONAL INFORMATION
(TO BE SOUGHT BY BID INVITING AUTHORITY AT ITS DISCRETION)

1. **Subcontractors/Consultants and firms proposed to be involved :**
(Attach performance credentials including Bio-data of design personnel of Consultants)

Section of work	Approx. value of subcontract	Sub-contractor (Name & Address)	Experience in similar works

2. **Details of the major construction equipment to be used for the work :**

Sl.No.	Equipment type and capacity	Make and model	Number
1			

3. **Technical Resources proposed to be deployed**

Position	Name	Total post qualification experience (years)	In similar Works (years)	As Manager or Section Leader of Similar Works (years)
Project Manager Alternative name				
Site engineers of resp. disc. Alternative names				
Cost controller Alternative name				
Quality Assurance Engineer Alternative name				
Site supervisors of resp. disc. Alternative names				

MODIFIED PRO-FORMA FOR PRICE BID

PROFORMA FOR PRICE BIDPrice break-up of different sub-heads for turn-key Execution**A. SURVEY, SOIL TESTING & DESIGN ENGINEERING COST**

Item No.	Sub-heads/Item Description	Quantum of works	Unit Price (LS)	Amount
1	Detailed survey of the area within the battery limit & submission of reports	Complete works as per Tender document	LS	
2	Sub-soil exploration, field & laboratory testing of samples & submission of report	Complete works as per Tender document	LS	
3	Design Engineering Cost :		LS	
	a) Preparation and submission of system engineering drawing as per requirement of system.	As per system requirement.	LS	
	b) G.A. & detailed engineering designs and drawings of all civil and structural's included in system & scope of work	Complete details for system	LS	
	c) G.A. & detailed engineering designs and drawings including working and maintenance manuals of : i) all individual equipment (Mechanical & Electricals) ii) Dust Control & Pressurisation system. iii) Fire-fighting system. iv) Chutes & Liners v) Communication system vi) Power Supply System vii) Illumination system. viii) Plant control system ix) Any other system/unit to match the scope of work x)	Complete details for system.	LS	
4	Documentation as per tender specification	Complete as per scope of work.	LS	
	Sub- Total of A			

B. PRICE BREAK-UP FOR CIVIL AND STRUCTURAL WORKS

Item No.	Sub-section/Sub-head/ Sub-system/ Item Description	Amount
1	Civil Works all complete including site development and infrastructure as per specification & scope of work	
	i) Main Unit for the system	
	ii) Administrative Building	
	iii) Site Development	
	iv) Sewerage system	
	v) Drainage system (storm water)	
	vi) Water supply distribution	
	vii) Pump House	
	viii) Sub station building	
	ix) Service Building	
	x) Under ground Reservoir	
	xi) Internal road and culvert	
	xii) Pavement	
	xiii) Boundary Wall	
	xiv) Horticulture / Arboriculture	
	xv) Any other unit as per requirement of the system	
	Note: Units above are indicative only. Sub heads shall be suitably incorporated as per scope of work.	
2	Fabrication and Supply, of structural Steel as per scope of work.	
	i) -----	
	ii) -----	
3	Erection of structural Steel as per scope of work.	
	i)	
	ii)	
	SUB-TOTAL of B	

Note : It will be preferable to work out and indicate percentage payment for the major units of the system based on its stage of completion i.e. i) After excavation, ii) Completion of work up to foundation level iii) After completion of work up to a suitable stage of each structure iv) After completion of finishing works for each structure v) After water tightness test (for water retaining structure) etc. Such indicative percentage payment unit wise may be mentioned in the bid or at least shall be ensured before agreement.

CMF 2.13		PROFORMA FOR PRICE BID				
C. PRICE BREAK UP OF PLANT & MACHINERY						
Sl.No.	Sub-head	Qty.	Unit	Rate	Amount	Total
C.1 - SUPPLY :						
1	MECHANICAL (List of Equipments)					
	i)					
	ii)					
	iii)					
	iv)					
	v)					
	vi)					
	vii)					
	viii)					
	Sub-Total -					
2	ELECTRICALS (List of Equipments)					
	i)					
	ii)					
	iii)					
	iv)					
	v)					
	vi)					
	Sub-Total -					
3	CONTROLS (List of Equipments)					
	i)					
	ii)					
	iii)					
	iv)					
	Sub - Total -					
4	COMMUNICATION					
5	ILLUMINATION					
6	AUXILIARY					
	i)	Dust Suppression				
	ii)	Ventilation				
	iii)	Pressurisation				
	iv)	Fire Fighting				
	v)	Chute & Liner				
	vi)					
	Sub-Total -					
7	SPARE PARTS (List of Spares)					
	i)					
	ii)					
	iii)					
	iv)					
	Sub-Total -					
C.2 ERECTION, INSTALLATION AND COMMISSIONING OF PLANT & MACHINERY						

CMF 2.13		PROFORMA FOR PRICE BID				
C. PRICE BREAK UP OF PLANT & MACHINERY						
Sl.No.	Sub-head	Qty.	Unit	Rate	Amount	Total
1	MECHANICAL (List of Equipments)					
	i)					
	ii)					
	iii)					
	iv)					
	v)					
	vi)					
	vii)					
	viii)					
	Sub-Total -					
2.	ELECTRICAL (List of Equipments)					
	i)					
	ii)					
	iii)					
	iv)					
	v)					
	vi)					
	Sub-Total -					
3	CONTROL (List of Equipments)					
	i)					
	ii)					
	iii)					
	iv)					
	v)					
	Sub-Total -					
4	COMMUNICATION					
5	ILLUMINATION					
6	AUXILIARY					
7	SPARES (List of Spares)					
	i)	Dust Suppression				
	ii)	Ventilation				
	iii)	Pressurisation				
	iv)	Fire Fighting				
	v)	Chute & Liner				
	vi)					
	Sub - total -					

CMF 2.13

PROFORMA FOR PRICE BID

C.3. MAINTENANCE & TRAINING

Sl.No.	Description.	Quoted Amount
1	Maintenance of whole plant & training of employer personnel for one year as per description given in tender documents.	

D. WEIGHT AND VOLUME FOR CIVIL AND STRUCTURAL WORKS

Item No.	Sub-head/Item Description	Quantity
D.1 Civil and Structural Works (Broad quantities within a limit of $\pm 10\%$ of actuals on completion)		
1	Earth work in cutting in all types of soil & rock	Cu.M.
2	Earth work in filling i) Controlled filling ii) Uncontrolled filling	Cu.M. Cu.M.
3	P.C.C.at all level and as per system requirement. i) In 1:2:4 ii) In 1:4: 8	Cu.M. Cu.M.
4	R.C.C (Excluding reinforcement) i) M-15 ii) M-20 iii) M-25 at all level and as per system requirement	Cu.M. Cu.M. Cu.M.
5	Reinforcing steel in all RCC in the System.	.M.Te.
6	Structural steel works at all level and as per scope of work and system requirement excluding equipment framework, chutes and liners.	M.Te.
7	22/24 Gauge C.G.I Sheeting at all level	Sq.M.
8	Masonry works	Cu.M..
9	--	
10	--	
D.2 Development Works and Infrastructure (Broad quantities within a limit of $\pm 10\%$ of actuals on completion)		
1	Internal road	-----Km
2	Different type of drains i) Type- A ii)Type- B iii)Type-C	-----Km -----Km ----- Km
3	Boundary wall	-----m
CMF 2.13 PROFORMA FOR PRICE BID		
4	Levelling& dressing of vacant area within battery limit	-----SqM
5	Office Bldg in floor area	-----Sqm
6	Related WS & Store in floor area	----- Sqm
7	-----	

Instructions:-

1. Bidders are required to quote the quantity, unit price, amount and taxes etc. in the respective column. Unit price should be in word as well as in figure.
2. Quantity should be as per scope defined in the tender document and should cover all the requirement of the system.
3. **+/- 10 % clause**

Based on civil and structural quantities of works as given by the bidder in sub head A, B & C of this proforma ; the shortfall in total quantity of all civil & structural works shall be allowed up to 10 % only to every individual items. For shortfall of quantities exceeding 10%, there shall be proportional reduction in the price of the individual items resulting the reduction in the award value by the same amount. Upward variation in quantity of individual items for civil & structural works should be absorbed by contractor unless specifically stated otherwise in the document.

4. The above items of work are to be executed strictly as per IS provisions.

Note:- (Not to be included in the T.D.)

1. The proforma is only indicative which has to be made more specific & elaborative as per requirement of individual turnkey packages.

**MODIFICATION OF THE GENERAL TERMS AND CONDITIONS
(EXISTING PROVISION VS. MODIFIED PROVISION)
AND
E-TENDER NOTICE**

MODIFICATION OF THE GENERAL TERMS AND CONDITIONS

Only the following clauses under General Terms and Conditions of contract are proposed to be modified. The other clauses under General Terms and Conditions shall remain unaltered.

Sl. No.	Existing provisions	Modified Provisions
1.	<p>Clause No. 3 - CONTRACT PERFORMANCE GUARANTEE/SECURITY DEPOSIT :</p> <p>3.1 Security Deposit shall consist of two parts: a) Performance Security to be submitted at award of work and b) Retention Money to be recovered from running bills. The security deposit shall bear no interest.</p> <p>3.1.1 Performance Security should be 5% of contract amount and should be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below after which bid security/earnest money will be refunded to the contractor :</p> <ul style="list-style-type: none"> - a Bank Guarantee in the form given in the bid document. - Govt. Securities, FDR or any other form of deposit stipulated by the owner. - Demand Draft drawn in favour of Coalfields Ltd on Bank payable at its Branch at..... 	<p>Clause No. 3 - CONTRACT PERFORMANCE GUARANTEE/SECURITY DEPOSIT.</p> <p>3.1 Security Deposit shall consist of two parts: a) Performance Security to be submitted at award of work and b) Retention Money to be recovered from running bills. The security deposit shall bear no interest.</p> <p>3.1.1 Performance Security should be 5% of contract amount and should be submitted by the successful bidder within 30 days of issue of LOA in any of the form given below after which bid security/earnest money will be refunded to the contractor.</p> <ul style="list-style-type: none"> - a Bank Guarantee in the form given in the bid document from any schedule bank acceptable to the owner. Bank guarantee issued by out station bank shall be operative at their local branch at or at their branch at - Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner. - Demand Draft drawn in favour of Coalfields Ltd on any Scheduled Bank payable at its Branch at..... <p>The Earnest Money/ Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1st part of security deposit.</p> <p>The bid security deposited in the form of Demand draft/ cash may be adjusted against the Performance security (1st part of security deposit) at bidder's option.</p>

<p>3.1.2 If performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either –</p> <p>(a) at Bidder's option by a nationalized/Scheduled Indian Bank</p> <p>or</p> <p>(b) by a foreign bank located in India and acceptable to the employer.</p> <p>3.1.3 Retention Money should be deducted at 5% from running bills. Total of performance security and Retention Money should not exceed 10% of contract amount or lesser sum indicated in the bid document.</p> <p>3.2 Bank Guarantee shall be valid up to ninety (90) days after the end of Guarantee Period.</p> <p>3.3 The Guarantee amount shall be payable to the Employer without any condition whatsoever.</p>	<p>3.1.2 If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either -</p> <p>(a) at Bidder's option by a Scheduled Bank as per provisions of cl.3.1.1. The BG shall contain complete postal address, telephone number, fax number and email address of both out station bank issuing the BG as well as its local operating branch.</p> <p>(b) by a foreign bank located in India and acceptable to the employer.</p> <p>Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security/ earnest money.</p> <p>In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months.</p> <p>3.1.3 Retention Money should be deducted at 5% from running bills. Total of performance security and Retention Money should not exceed 10% of contract amount or lesser sum indicated in the bid document.</p> <p>Retention Money may be released against equivalent Bank Guarantee only for values above Rs.25.0 lakhs.</p> <p>3.2 The Guarantee amount shall be payable to the Employer without any condition whatsoever.</p> <p>3.3 Performance Security/Retention Money shall be converted into Performance Guarantee on successful completion of work in accordance with contract and upon satisfactory trial operations.</p>
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	<p>3.4 The Performance Guarantee shall cover additionally the following guarantees to the Employer:</p> <p>(a) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents,</p> <p>(b) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the employer fully remedy free of expenses to the Employer such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the Conditions of Contract.</p> <p>3.5 The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However it is not construed as limiting the damages under clause entitled 'Equipment Performance Guarantee' in section Technical Conditions of Contract and damages stipulated in the other clauses in the bidding documents.</p> <p>3.6 Bank Guarantee is to be submitted in the format prescribed by the company in the bid document. Bank Guarantee shall be irrevocable and it shall be from any Nationalised Bank/Scheduled Bank.</p>	<p>Performance security/ Retention Money /security deposit submitted in the form of BG shall be valid for 90 days after the end of Guarantee period.</p> <p>3.4 The Performance Guarantee shall cover additionally the following guarantees to the Employer:</p> <p>(a) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents,</p> <p>(b) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the employer fully remedy free of expenses to the Employer such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the Conditions of Contract.</p> <p>3.5 The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However it is not construed as limiting the damages under clause entitled 'Equipment Performance Guarantee' in section Technical Conditions of Contract and damages stipulated in the other clauses in the bidding documents.</p> <p>3.6 All Bank Guarantees are to be submitted in the format prescribed by the company in the bid document. Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank acceptable to the owner. The BG issued by outstation bank shall be operative at its local branch at.....or branch at.....</p>
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	<p>3.7 The Company shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.</p> <p>3.8 The Contract Performance Guarantee will be returned to the Contractor without any interest at the end of the Guarantee Period.</p>	<p>3.7 The Company shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.</p> <p>3.8 The Contract Performance Guarantee will be returned to the Contractor without any interest at the end of the Guarantee Period as per provisions of the contract. Any defect/defects in the work, if detected during guarantee period shall be rectified to the satisfaction of the Engineer-in-Charge within the said guarantee period or its due extension till completion of the rectification works as required.</p> <p>3.9 Failure of the successful Bidder to comply with the requirements of Sub-Clause 3.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months.</p>
2.	<p>6.0 TIME - THE ESSENCE OF CONTRACT</p> <p>6.1 The time and the date of completion of the works as stipulated in the contractor's proposal and accepted by the owner without or with modifications, if any and so incorporated in the award letter shall be deemed to be the essence of the contract. The contractor shall so organise his resources and perform his work as to complete it not later than the date agreed to.</p>	<p>6.0 TIME - THE ESSENCE OF CONTRACT</p> <p>6.1 The time and the date of completion of the works as stipulated in the contractor's proposal and accepted by the owner without or with modifications, if any and so incorporated in the award letter shall be deemed to be the essence of the contract. The contractor shall so organise his resources and perform his work as to complete it not later than the date agreed to.</p>

	<p>6.2 The contractor shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the works such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days after the date of acceptance of tender. This network shall also indicate the interface facilities to be provided by the owner and the dates by which such facilities are needed. Contractor shall discuss the network so submitted with the owner and the agreed network which may be in the form as submitted or in revised form in line with the outcome of discussions and shall form part of the contract to be signed within sixty (60) days from the date of letter of acceptance of notice of award of contract. During the performance of contract, if in the opinion of the engineer proper progress is not maintained suitable changes shall be made in the contractor's operations to ensure proper progress.</p> <p>6.3 The above PERT network shall be reviewed and periodic review reports shall be submitted by the contractor as directed by the engineer.</p> <p>6.4 Subsequent to the award of the contract, the contractor shall make available to the engineer, a detailed manufacturing programme, in line with the agreed contract network. Such manufacturing programme shall be reviewed, updated and submitted to the Engineer, once every two month thereafter.</p>	<p>6.2 The contractor shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the works such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days after the date of acceptance of tender. This network shall also indicate the interface facilities to be provided by the owner and the dates by which such facilities are needed. Contractor shall discuss the network so submitted with the owner and the agreed network which may be in the form as submitted or in revised form in line with the outcome of discussions and shall form part of the contract to be signed within sixty (60) days from the date of letter of acceptance of notice of award of contract. During the performance of contract, if in the opinion of the engineer proper progress is not maintained suitable changes shall be made in the contractor's operations to ensure proper progress. For the purpose of this detailed time and progress/ PERT chart, the works shall be deemed to have commenced on the expiry of 30 days from the issue of letter of acceptance or seven days after handing over the site of work, whichever is later.</p> <p>6.3 The above PERT network shall be reviewed and periodic review reports shall be submitted by the contractor as directed by the engineer.</p> <p>6.4 Subsequent to the award of the contract, the contractor shall make available to the engineer, a detailed manufacturing programme, in line with the agreed contract network. Such manufacturing programme shall be reviewed, updated and submitted to the Engineer, once every two month thereafter.</p>
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3.	<p>10.0 CONTRACT PRICE ADJUSTMENT</p> <p>10.1 All adjustments in the contract price shall be computed in accordance with the conditions and formulae prescribed in the relevant clauses of 'Additional Terms and Conditions of Contract', the accompanying technical specifications and further satisfying the requirements specified herein.</p> <p>10.2 The contract price stated in the contract agreement is the base price. A certain fixed percentage of the base price as indicated in the technical specifications shall not be subject to any price adjustment. The balance percentage viz. the cost portion shall only be subject to price adjustment.</p> <p>10.3 Price adjustment shall be applicable to the cost portion, only if changes in the cost of labour and materials (either increases or decreases) occur during the contract period, directly affecting the cost portion.</p> <p>10.4 Variations in the cost of materials shall be determined by comparing published material indices as of thirty (30) days prior to the date set for opening of bids or the revised price bid, whichever is later, with the same indices published during the manufacture at the respective cut off periods for material as specified in clause 2.0 of Additional Terms and Conditions of Contract. Variations in the cost of labour shall be determined by comparing the wages as per the Minimum Wages Act/ Rules of the State or Central Government, whichever is more, applicable to the place of work as of thirty (30) days prior to the date set for opening of bids or the revised price bid, whichever is later, with the same wages as per the Minimum Wages Act/ Rules of the State or Central Government, whichever is more, during the work/manufacture applicable to the place of work/manufacture at the respective cut off periods for labour as specified in clause 2.0 of Additional Terms and Conditions of Contract of this volume.</p>	<p>10.0 CONTRACT PRICE ADJUSTMENT</p> <p>10.1 All adjustments in the contract price shall be computed in accordance with the conditions and formulae prescribed in the relevant clauses of 'Additional Terms and Conditions of Contract', the accompanying technical specifications and further satisfying the requirements specified herein.</p> <p>10.2 The contract price stated in the contract agreement is the base price. A certain fixed percentage of the base price as indicated in the technical specifications shall not be subject to any price adjustment. The balance percentage viz. the cost portion shall only be subject to price adjustment.</p> <p>10.3 Price adjustment shall be applicable to the cost portion, only if changes in the cost of labour and materials (either increases or decreases) occur during the contract period, directly affecting the cost portion.</p> <p>10.4 Variations in the cost of materials shall be determined by comparing published material indices as on the last date of submission of bid (inclusive of price part) or the revised price bid, whichever is later, with the same indices published during the manufacture at the respective cut off periods for material as specified in clause 2.0 of Additional Terms and Conditions of Contract. Variations in the cost of labour shall be determined by comparing the wages as per the Minimum Wages Act/ Rules of the State or Central Government, whichever is more, applicable to the place of work as on the last date of submission of bid (inclusive of price part) or the revised price bid, whichever is later, with the same wages as per the Minimum Wages Act/ Rules of the State or Central Government, whichever is more, during the work/manufacture applicable to the place of work/manufacture at the respective cut off periods for labour as specified in clause 2.0 of Additional Terms and Conditions of Contract of this</p>
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	<p>10.5 The total computed variation in the contract price shall be restricted to a limiting percentage as specified in clause 2.5 of Additional Terms and Conditions of Contract of this volume.</p> <p>10.6 The price adjustment for the erection shall be made on the value of erection work done as indicated in each billing.</p> <p>10.7 Every three months after the award of contract, and a month prior to shipment of equipment (in the case of ex-factory price component of contract price), and every month after establishing his site office (in the case of erection) the contractor shall submit to the engineer a written notice of the changes, if any, that have occurred in the specified material and labour indices during the previous reporting period containing the effective date of such change, the amount of change, the amount of contract price adjustment and documentary evidence to substantiate the price adjustment.</p> <p>10.8 The contract price adjustment provisions detailed above, shall only be applicable if so specified in the Additional Terms and Conditions of Contract.</p>	<p>volume.</p> <p>10.5 The total computed variation in the contract price shall be restricted to a limiting percentage as specified in clause 2.5 of Additional Terms and Conditions of Contract of this volume.</p> <p>10.6 The price adjustment for the erection shall be made on the value of erection work done as indicated in each billing.</p> <p>10.7 Every three months after the award of contract, and a month prior to shipment of equipment (in the case of ex-factory price component of contract price), and every month after establishing his site office (in the case of erection) the contractor shall submit to the engineer a written notice of the changes, if any, that have occurred in the specified material and labour indices during the previous reporting period containing the effective date of such change, the amount of change, the amount of contract price adjustment and documentary evidence to substantiate the price adjustment.</p> <p>10.8 The contract price adjustment provisions detailed above, shall only be applicable if so specified in the Additional Terms and Conditions of Contract.</p>
4.	<p>11.0 PACKING, FORWARDING AND SHIPMENT</p> <p>11.1 The contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till the time of erection. The contractor shall be held responsible for all damages due to improper packing.</p> <p>11.2 The contractor shall notify the owner of the date of each shipment from his works, and the expected date of arrival at the site for the information of the owner.</p>	<p>11.0 PACKING, FORWARDING AND SHIPMENT</p> <p>11.1 The contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till the time of erection. The contractor shall be held responsible for all damages due to improper packing.</p> <p>11.2 The contractor shall notify the owner of the date of each shipment from his works, and the expected date of arrival at the site for the information of the owner.</p>

	<p>11.3 The contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the owner may require.</p> <p>11.4 The following documents shall be sent by registered post to the owner within 3 days from the date of shipment, to enable the owner to make progressive payments to the contractor: Application for payment in the standard format of the owner (3 copies), Invoice (6 copies), Packing list (6 copies), Pre-dispatch clearance certificate, if any (3 copies), Test certificate, wherever applicable (3 copies).</p> <p>11.5 The contractor shall prepare detailed packing list of all packages and containers, bundles and loose material forming each and every consignment dispatched to site. The contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works upto the site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.</p>	<p>11.3 The contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the owner may require.</p> <p>11.4 The following documents shall be sent by registered post to the owner within 3 days from the date of shipment, to enable the owner to make progressive payments to the contractor: the payment shall be made only after receipt and acceptance of material at site in good condition. Application for payment in the standard format of the owner (3 copies), Invoice (6 copies), Packing list (6 copies), Pre-dispatch clearance certificate, if any (3 copies), Test certificate, wherever applicable (3 copies),</p> <p>11.5 The contractor shall prepare detailed packing list of all packages and containers, bundles and loose material forming each and every consignment dispatched to site. The contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works up to the site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.</p>
5.	<p>38.0 TAXES, PERMITS & LICENCES</p> <p>The contractor shall be liable and pay all- Indian taxes, duties, levies, lawfully assessed against the owner or the contractor in pursuance of the contract. In addition the contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor for his personal income and property only. This clause shall be read in conjunction with clause 12.3 of section Instruction to Bidders.</p>	<p>Clause No. 38 - TAXES, PERMITS & LICENCES</p> <p>The contractor shall be liable and pay all- Indian taxes, (other than service tax) duties, levies, royalties, whether local, municipal, provincial or central lawfully assessed against the owner or the contractor in pursuance of the contract. In addition the contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor for his personal income and property only. This clause shall be read in conjunction with clause 12.3 of Instruction to Bidders.</p>

		<p>The contractor, along with his bills, shall submit proper documents in the name of the Company to enable the Company claim Input Tax Credit /CENVAT Credit under the applicable laws. The invoice shall be in compliance with the relevant Central excise rules.</p> <p>CIL/Subsidiary is entitled to avail CENVAT credit on account of: Excise Duty for indigenous product. Countervailing duty and special additional duty for imported products. Hence set off allowed against VAT, Excise Duty, Countervailing duty/special additional duty and service tax as per relevant tax act. Contractor shall submit relevant document as desired by subsidiary at the time of supply, along with the bills for enabling subsidiary to claim CENVAT benefit.</p>
6.	<p>41.0 PAYMENT</p> <p>41.1 The payment to the contractor for the performance of the works under the contract will be made by the owner as per the guidelines and conditions specified herein. All payment made during the contract shall be on account payments only. The final payment will be made on completion of all the works and on fulfillment by the contractor of all his liabilities under the contract.</p> <p>41.2 CURRENCY OF PAYMENT All payments under the contract shall be in Indian Rupees only.</p> <p>41.3 DUE DATES FOR PAYMENT Owner will make progressive payment as and when the payment is due as per the terms of payment set forth in the accompanying technical specifications. Payment will become due and payable by the owner within thirty 30) days from the date of receipt of contractor's bill/invoice/debit note by the owner, provided the documents submitted are complete in all respects.</p>	<p>41.0 PAYMENT</p> <p>41.1 The payment to the contractor for the performance of the works under the contract will be made by the owner as per the guidelines and conditions specified herein. All payment made during the contract shall be on account payments only. The final payment will be made on completion of all the works and on fulfillment by the contractor of all his liabilities under the contract.</p> <p>41.2 CURRENCY OF PAYMENT All payments under the contract shall be in Indian Rupees only.</p> <p>41.3 DUE DATES FOR PAYMENT Owner will make progressive payment as and when the payment is due as per the terms of payment set forth in the accompanying technical specifications. Payment will become due and payable by the owner within thirty 30) days from the date of receipt of contractor's bill/invoice/debit note by the owner, provided the documents submitted are complete in all respects.</p>

<p>41.4 PAYMENT SCHEDULE</p> <p>The contractor shall prepare and submit to the engineer for approval, a break-up of the contract price. This contract price break-up shall be interlinked with the agreed detailed PERT network of the contractor setting forth his starting and completion dates for the various key phases of works prepared as per condition of this section. Any payment under the contract shall be made only after the contractor's price break-up is approved by the engineer. The aggregate sum of the contractor's price break-up shall be equal to the lump sum contract price.</p> <p>41.5 APPLICATION FOR PAYMENTS</p> <p>41.5.1 The contractor shall submit application for the payment in the prescribed proforma of the owner. Proforma for application for payment is enclosed in section 8.</p> <p>41.5.2 Each such application shall state the amount claimed and shall set forth in detail, in the order of the payment schedule, particulars of the works including the works executed at site and of the equipment shipped/brought on to the site pursuant to the contract upto the date mentioned in the application and for the period covered since the last preceding certificate, if any.</p> <p>41.5.3 Every interim payment certificate shall certify the contract value of the works executed upto the date mentioned in the application for the payment certificate, provided that no sum shall be included in any interim payment certificate in respect of the works that, according to the decision of the engineer, does not comply with the contract, or has</p>	<p>41.4 PAYMENT SCHEDULE</p> <p>The contractor shall prepare and submit to the engineer for approval, a break-up of the contract price. This contract price break-up shall be interlinked with the agreed detailed PERT network of the contractor setting forth his starting and completion dates for the various key phases of works prepared as per condition of this section. while preparing the PERT network, the supply of P&M Equipment shall be linked to construction of respective Civil and Structural Works. Any payment under the contract shall be made only after the contractor's price break-up is approved by the engineer. The aggregate sum of the contractor's price break-up shall be equal to the lump sum contract price.</p> <p>41.5 INTERIM PAYMENTS</p> <p>41.5.1 The contractor shall submit running bill for the payment in the prescribed proforma of the owner to be supplied in due course at the time of payment.</p> <p>41.5.2 Each such running bill shall state the amount claimed and shall set forth in detail, in the order of the payment schedule, particulars of the works including the works executed at site and of the equipment shipped/brought on to the site pursuant to the contract up to the date mentioned in the bill and for the period covered since the last preceding certificate, if any.</p> <p>41.5.3 Every interim payment claim shall indicate the contract value of the works executed up to the date mentioned in the running bill, provided that no sum shall be included in any running bill in respect of the works that, according to the decision of the engineer, does not comply with the contract, or has been performed, at the date of certificate prematurely.</p>
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<p>been performed, at the date of certificate prematurely.</p> <p>41.6 MODE OF PAYMENT</p> <p>The payments due on receipt of equipment and materials, and those for the inland transportation and the erection portion of the works shall be made direct to the contractor by the owner.</p> <p>41.7 TERMS OF PAYMENTS</p> <p>41.7.1 The terms of payment for the price components of the equipment and its erection are detailed herein for each equipment package. A certain percentage of the equipment and erection costs, for each package shall be paid as initial advance on fulfillment of the following, by the contractor:</p> <p>i) FOR THE PRICE-COMPONENT OF EQUIPMENT</p> <p>a) Issue of letter of acceptance of tender Submission of an unconditional Bank Guarantee covering the advance amount which shall be initially kept valid till expiry of the month after the schedule date for successful completion of trial operations. The proforma of Bank Guarantee for advance is enclosed in section 8. The value of Bank Guarantee (other security) for advance shall be allowed to be reduced every six months after first running account bill/stage payment under the contract, if the value of such B.G (Security) is more than Rs. five (5) lacs and validity is more than one year. The cumulative amount of reduction at any point of time shall not exceed 75% of the advance corresponding to cumulative value of supplies/work completed as per a certificate to be issued by the engineer-in-charge. It should be clearly understood that the reduction in the value of advance bank guarantee or other security as above shall not in any way dilute the contractor's responsibilities and liabilities under the contract including in respect of supplies/work for which the</p>	<p>41.6 DELETED</p> <p>41.6 TERMS OF PAYMENTS</p> <p>41.6.1 Payment: Since the total job is on turn-key basis, any payment to the Contractor before the final payment shall be treated as provisional payment towards the total contract value.</p> <p>The Contractor may at intervals of not less than one month submit claims/ bills for payment on account of work done after proper scrutiny and certification of the same by the Employer. The progressive payment shall be made in respect of the following:</p> <p>a) Design engineering b) Civil construction including foundation and buildings c) Structural fabrication and erection d) Supply of equipment e) Machinery Erection f) Trial Run and commissioning</p> <p>All such payments shall be made by the Employer online / through Account Payee Cheque within a month from the date of the submission of claims/bills. Payment will also be governed by Clauses of 3.0 of General Terms & Conditions of Contract. Any sum due from the Contractor shall be deducted from the first or next subsequent on account of payments as the case may be, in general the following procedure of payment shall be followed:</p> <p>41.6.1.1 Design and Engineering.</p> <p>a) 85 % payment on completion of approval of system, mechanical, electrical, civil, structural</p>
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<p>reduction in the value of bank guarantee (or other security) is allowed.</p> <p>c) Submission of an unconditional bank guarantee towards contract performance guarantee valid upto ninety (90) days after the end of the guarantee period, in accordance with clause 31.0 .</p> <p>d) Submission of a detailed PERT network based on the work-schedule stipulated in the letter of award and its approval by owner.</p> <p>ii) FOR THE ERECTION PRICE-COMPONENT</p> <p>a) On establishment of his office at site preparatory to mobilisation of his erection establishment.</p> <p>b) Submission of an unconditional bank guarantee for an equivalent amount, which shall be initially kept valid till expiry of the month after the schedule date for successful completion of trial operations. The proforma of bank guarantee for advance is enclosed in section 8.</p> <p>c) Signing of contract agreement.</p> <p>41.7.2 All further payments under the contract shall be made as stipulated in the technical specifications after signing the contract agreement. The payments linked with despatch of materials shall only be made after production of all despatch documents as specified in L/C conditions and/or in the relevant contract conditions which will inter-alia include the material despatch clearance certificate issued by the owner. In case of erection, progress payments shall only be made after the issue certificates by the engineer's field quality surveillance representative for the successful completion of quality check points involved in the quantum of work billed.</p> <p>41.7.3 INLAND TRANSPORTATION AND INSURANCE</p> <p>Inland transportation (including port handling) and inland insurance charges shall be paid to the contractor on pro-rata to the value of the equipment received at site and on production of the invoices by the</p>	<p>design, drawings etc. as per contract on pro-rata basis.</p> <p>b) 7.5 % payment on Preliminary acceptance of the works after start-up and trial operation as per clause 14.1/14.2 of General Technical Conditions.</p> <p>c) 7.5% on issue of final acceptance certificate of the works after performance and guarantee test as per clause 14.3 of General Technical Conditions.</p> <p>41.6.1.2 Civil/Structural Works:</p> <p>a) 90 % payment on progress of work completed, duly measured and certified by the engineer.</p> <p>b) 5 % payment on preliminary acceptance of the works after start-up and trial operation as per clause 14.1/14.2 of General Technical Conditions.</p> <p>c) 5 % on issue of final acceptance certificate of the works after performance and guarantee test as per clause 14.3 of General Technical Conditions.</p> <p>41.6.1.3 Supply of Equipment:</p> <p>a) 85 % payment on receipt of the equipment conforming to stipulated specifications and quality in good condition at site to be certified by the site engineer.</p> <p>b) 7.5% on preliminary acceptance of the works after start-up and trial operation as per clause 14.1/14.2 of General Technical Conditions.</p> <p>c) 7.5% on issue of final acceptance certificate of the works after performance and guarantee test as per clause 14.3 of General Technical Conditions.</p> <p>41.6.1.4 Installation & Commissioning:</p> <p>a) 85% progress payment based on the installation and commissioning of plant and equipment duly certified by site engineer.</p> <p>b) 7.5% payment on preliminary acceptance of the works after start-up and trial operation as per clause 14.1/14.2 of General Technical Conditions.</p> <p>c) 7.5% on issue of final acceptance certificate</p>
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	<p>contractor. However, wherever equipment wise inland transportation charges have been called for in the bid proposal sheets and have been furnished by the contractor, the payment of inland transportation charges shall be made after receipt of equipment at site based on the charges thus identified by the contractor in his proposal and incorporated in the contract. The aggregate of all such pro-rata payments shall however, not exceed the total amount quoted by the bidder in his bid and incorporated in the contract.</p>	<p>of the works after performance and guarantee test as per clause 14.3 of General Technical Conditions.</p> <p>41.6.1.5 Final Bill:</p> <p>As soon as possible after completion of the works to the satisfaction of the Employer the Contractor shall forward a certified final bill. It shall be accompanied by all relevant vouchers, such as royalty clearance certificate (if any) from appropriate authorities, submission of copies of working drawings, technical documents as required documents showing therein all additions and alternations etc. in the process of execution, completion certificate for embedded and covered up works, plant handing over certificate etc. as applicable. The Contractor shall be paid full and final payment only after deduction of amounts paid against on account bill and any other amount due etc. payable by Contractor.</p>
7.	<p>42.0 SETTLEMENT OF DISPUTES</p> <p>It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level. The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.</p> <p>If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.</p>	<p>42.0 SETTLEMENT OF DISPUTES</p> <p>It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level. The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.</p> <p>Effort shall be made to resolve the dispute in two stages In first stage dispute shall be referred to Area CGM,GM. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the company.</p> <p>If differences still persist, the settlement of</p>

		<p>the dispute shall be resolve in the following manner: Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & excise duties)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.</p> <p>In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.</p>
8.	<p>CL 1 of additional terms and conditions of contract. MOBILISATION ADVANCE :</p> <p>i) In the case of works whose estimated value is more than Rs.100.00 lakhs, a maximum of 10% of the total contract value of work will be paid as mobilization advance subject to submission of Bank Guarantee for equal amount.</p> <p>ii) Mobilization Advance against survey, soil investigation, design & engineering will be paid in two equal installments - one after signing of the agreement and the second after the system design drawings have been completed and detailed design work is to be taken up by the contractor.</p> <p>iii) Mobilization Advance against supply of equipments shall be released only after the contractor has finalized their vendors/suppliers for the specific equipment and the amount of advance shall be proportionate to the value of equipment for which vendors/suppliers have been finalized vis-à-vis the total value of equipments offered in the contract limited to 10% of the contract value.</p> <p>iv) Mobilisation Advance against works contract for site activities shall be paid in two equal installments. First installment shall be paid after the contractor has opened their</p>	<p>MOBILISATION ADVANCE :</p> <p>i) In the case of works whose estimated value is more than Rs.100.00 lakhs, a maximum of 10% of the total contract value of work will be paid as mobilization advance subject to submission of Bank Guarantee for 110% advance amount.</p> <p>ii) Mobilization Advance against survey, soil investigation, design & engineering will be paid in two equal installments - one after signing of the agreement and the second after the system design drawings have been completed and detailed design work is to be taken up by the contractor.</p> <p>iii) Mobilization Advance against supply of equipments shall be released only after the contractor has finalized their vendors/suppliers for the specific equipment and the amount of advance shall be proportionate to the value of equipment for which vendors/suppliers have been finalized vis-à-vis the total value of equipments offered in the contract limited to 10% of the contract value.</p> <p>iv) Mobilisation Advance against works contract for site activities shall be paid in two equal installments. First installment shall be paid after the contractor has opened their</p>

	<p>site office and having finalised their subcontractors. The second installment shall be paid for taking procurement action of construction materials like reinforcing steel and structural steel by the contractor.</p> <p>v) The mobilisation advance shall be recovered from the bills of the contractor from the second running on account bills onward @ 20% of the advance amount paid.</p> <p>vi) The value of Bank Guarantee may be reduced to the extent such advance is recovered by the company subject to the conditions that the value of Bank Guarantee amount at any time is more than the recoverable outstanding advance. Bank Guarantee shall be irrevocable and from a Nationalised Bank /Scheduled Bank.</p> <p>vii) Interest on mobilisation advance will be charged as per the rate of CIL's borrowing rate under cash credit arrangement as varying from time to time.</p>	<p>site office and having finalised their subcontractors. The second installment shall be paid for taking procurement action of construction materials like reinforcing steel and structural steel by the contractor.</p> <p>v) The mobilisation advance shall be recovered from the bills of the contractor from the second running on account bills onward @ 20% of the advance amount paid.</p> <p>vi) The value of Bank Guarantee may be reduced to the extent such advance is recovered by the company subject to the conditions that the value of Bank Guarantee amount at any time is more than the recoverable outstanding advance. Bank Guarantee shall be irrevocable and from a Nationalised Bank /Scheduled Bank.</p> <p>vii) Interest on mobilisation advance will be charged as per the rate of CIL's borrowing rate under cash credit arrangement as varying from time to time.</p>
9.	<p>2.0 PRICE VARIATION CLAUSE :</p> <p>2.1 The contract price shall remain firm without any price variation due to escalation for the portions of survey, geo-engineering investigations, design and engineering and supply of equipments, plant and machineries as envisaged in the scope of work and the price agreed thereon as per the contract except the statutory increase/decrease in taxes and duties such as excise duty, sales tax, import duty etc.</p> <p>2.2 If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor escalation on prices should not be allowed further if not provided otherwise in the accepted contract .</p> <p>2.2 For the portions of civil and structural works and erection and commissioning works of the plant & machineries, the price variation due to escalation shall be allowed to the extent as detailed hereinafter</p> <p>2.2.1 If the prices of materials (not being</p>	<p>2.0 PRICE VARIATION CLAUSE :</p> <p>2.1 The contract price shall remain firm without any price variation due to escalation for the portions of survey, geo-engineering investigations, design and engineering and supply of equipments, plant and machineries as envisaged in the scope of work and the price agreed thereon as per the contract except the statutory increase/decrease in taxes and duties such as excise duty, sales tax, import duty etc.</p> <p>2.2 If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor escalation on prices should not be allowed further if not provided otherwise in the accepted contract .</p> <p>2.2 For the portions of civil and structural works and erection and commissioning works of the plant & machineries, the price variation due to escalation shall be allowed to the extent as detailed hereinafter</p> <p>2.2.1 If the prices of materials (not being</p>

<p>materials supplied at fixed issue rates by the company) and wages of labour, required for execution of the work, increase, the contractor shall be compensated for such increase as per provisions detailed below :</p> <p>a) The amount of the contract shall accordingly be varied, subject to the condition that such compensation for variation in prices shall be available only for the work done during the stipulated period of the contract as per the work programme agreed including such period for which the contract is validly extended under the provisions of the contract without any penal action.</p> <p>b) The base date for working out such price variation shall be thirty (30) days prior to the date set for opening of the bids or the revised price bid whichever is later.</p> <p>c) The compensation of Price variation shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months . The first such payment shall be made at the end of three months after the month (Excluding) in which the tender was accepted and thereafter at three months' interval.</p>	<p>materials supplied at fixed issue rates by the company) and wages of labour, required for execution of the work, increase, the contractor shall be compensated for such increase as per provisions detailed below :</p> <p>a) The amount of the contract shall accordingly be varied, subject to the condition that such compensation for variation in prices shall be available only for the work done during the stipulated period of the contract as per the work programme agreed including such period for which the contract is validly extended under the provisions of the contract without any penal action.</p> <p>b) The base date for working out such price variation shall be as on the last date of submission of bid (inclusive of price part) or the revised price bid (inclusive of revised offer if any), whichever is later.</p> <p>c) The compensation of Price variation shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months . The first such payment shall be made at the end of three months after the month (Excluding) in which the tender was accepted and thereafter at three months' interval.</p>
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e-TENDER NOTICE
(specimen only, subject to improvement)

NIT No:

Dated:

1. Digitally signed and encrypted e-Tenders are invited under Two/three Part system on the website.....from the reputed and experienced contractors for the following work:

Description of work	Location	Estimated Value (₹.)	Earnest Money (₹.)	Period of Completion (in Days)
			1% of value of the estimated cost rounded off to next hundred rupees subject to a Maximum of Rs. 100 lakh	

Note: The bid documents will be available on the website(s)..... and can be downloaded by the bidder up to the bid submission end date. There is no Application Fee.

2. Time Schedule of Tender

SL No	Particulars	Date	Time
1	Tender e-Publication date	As given online (Note : These dates are to be given only in online mode while tender creation)	
2	Document download start date		
3	Document download end date		
4	Bid Submission start date		
5	Bid submission end date		
6	Start date for seeking Clarification on-line		
7	Last date for seeking Clarification on-line		
8	Date of Pre-bid Meeting		
9	Last date of receipt of EMD in case of offline payment through DD/BC/BPO/ BG (as applicable) at the office of		
10	Part-I Bid Opening date		

Note: It is suggested that last date and time of submission of online bid and offline documents may be kept same.

3. Deposit of EMD:

3.1 Earnest Money can be deposited online on e-Procurement portal of CIL/Subsidiary by any of the following modes:

(a). Online fund transfer from.....

(b). NEFT/RTGS from any Scheduled Bank

(EMD through NEFT/RTGS has to be paid strictly as per the challan generated by the respective bidder on e-Procurement portal of CIL/Subsidiary. The EMD payment through NEFT/RTGS mode should be made well before the last date and time of bid submission to ensure that the EMD amount is received in the CIL/Subsidiary account before bid submission).

- 3.2** In case of online payment of EMD, the Bid can only be submitted when the EMD is received in the CIL/Subsidiary Account.
- 3.3** In case of online payment of EMD, if the payment is made by the bidder within the last date & time of bid submission but not received in the CIL/Subsidiary Account within the specified period due to any reason then the bid will not be accepted. However, the EMD will be refunded back to the bidder.
- 3.4** Alternatively, bidders can also deposit EMD in the form of Demand draft (DD)/Banker's Cheque (BC)/ Banker's Pay order (BPO)/irrevocable Bank Guarantee (BG) from any Scheduled Bank, in the format given in the Bid document. Bank guarantee issued by outstation bank branch shall be operative at the their local branch at Or at branch at..... The validity of such BG should be minimum up to.....

(EMD in the form of BG shall be acceptable only when for Earnest Money exceeds Rs. 5.00 lakhs)

NOTE:- DD/BC/BPO shall be drawn in favour of..... coalfields Ltd. payable on any schedule bank at its branch at

- 3.5** In case of Offline submission of EMD through / DD/BC/BPO/BG, the bidder has to furnish the DD/BC/BPO/BG Number, date of issue, expiry date, amount and name of issuing bank, while submitting the tender online and also scanned copy of DD/BC/BPO/BG. The Bidder has to deposit the original DD/BC/BPO/BG against EMD in person or by postal means, which must be received in the office of the tender inviting authority within the date as specified online. The company shall not be responsible for any postal delay in receipt of EMD. In case the EMD is not received within the aforesaid period, the bid will be out rightly rejected.
- 3.6** In case of discrepancy between the on-line submitted information regarding the instrument for EMD and the original instrument being submitted by the Bidders, the latter shall prevail if the instrument is valid on the date of submission of the bid by the Bidder and if it does not Change the eligibility status of the Bidder.
- The bidders should submit MANDATE FORM for e-Payment along with EMD as per the format given in the bid document.**

Note: clause No. 3.4 and 3.5 be deleted for estimated cost up to Rs. 5 crores.

- 4. Pre-bid Meeting:** The pre-bid meeting shall be held in the office of Tender Inviting Authority on the scheduled date & time, if specified online. Non-attendance of pre-bid meeting will not be a cause for disqualification of the bidder and it shall be presumed that the bidder does not require any clarification. The purpose of the pre-bid meeting will be to clarify issues.
- 5.** The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and Bid document, undertakings and the e-Tendering system through.....(e-tender website address) in order to become an eligible bidder. This will be a part of the agreement.

6. Eligibility Criteria:-

A. Work Experience: The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar turnkey works during last 10 (ten) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be any of the following.

i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

Or

ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.

Or

iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

In case the bidder is not a prime contractor, but a sub-contractor, the bidder's experience as sub-contractor will be taken into account, against suitable document that the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contracts in the original contract awarded to prime contractor. The document may be issued by owner/Govt. department on behalf of the owner.

The definition of similar works shall be

The intending tenderer must submit documentary evidence in support of above in the form of (i) certified copy of work order, (ii) completion certificate indicating value and period of work, The TDS certificate be submitted during clarification, if any.
(iii) in case of sub-contractor suitable document as per provision of bid- if applicable.

Note:

1. The experience towards overseas jobs, if submitted, should be vetted/endorsed by the relevant* embassy/high commission concerned, towards authenticity of document.

(*country where the bidder has executed the said work or country of origin of the bidder).

2. Joint Venture, shall be allowed for participation in the bid with estimated cost above Rs. 5.0 Crores

The above qualification criteria shall be fulfilled by JV in the following manner.

The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated hereinafter towards fulfillment of qualification criteria related to experience.

a) In case of completion of single work of similar nature costing, not less than the amount equal to 80% of the estimated cost put to tender:-

i) Any of the JV partner shall have the experience of having completed successfully a single work of similar nature equal to 80% of the estimated cost put to tender.

Or

b) In case of completion of two works of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender :-

i) Any one partner can match the above requirement.

Or

ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

c) In case of completion of three works of similar nature, each costing not less than the amount equal 40% of the estimated cost put to tender:-

i) Any one partner can match the above requirement.

Or

ii) Any two partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender:-

Or

iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.

However, during fulfillment of any of the above criteria one of the partner, who is the lead partner shall have :-

i) More than 50 (fifty)% share in J.V.

and

ii) Experience of having completed successfully a single work of similar nature equal to at least 40% of estimated cost put to tender

Experience for those works only shall be considered for evaluation purposes, which match eligibility requirement stipulated above, on or before the last day of month previous to one in which tender has been invited (publication date of NIT). The experience of incomplete/ongoing works as on last date of eligibility period will not be considered for evaluation. If the referred work includes construction as well as maintenance after construction, the experience of such work may be considered as 'acceptable' if the construction part is completed as on the last date of 'eligibility period', even if maintenance work is ongoing, and the certificate issued clearly stipulates the same.

Turnkey completion of works means completion of works by undertaking entire responsibility from concept, design through construction, completion and commissioning.

In all the above cases, while considering the value of completed works, the full value of completed work be considered whether or not the date of commencement is within the said ten years period.

Cost of previous completed works shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. The year can be considered as suitable consecutive 365 days till the last day of month previous to one in which bid has been invited. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

- i. Work Order/Agreement Number of each experience of similar nature.
- ii. Name & address of Employer/Work Order Issuing authority of each experience.
- iii. Start date & end date of each qualifying experience (similar nature).
- iv. Completed Value of work within the start date and end date for the work order referred in i above for each experience (in case of JV, the executed value of partners be given separately).
- v. Percentage (%) share of each experience (100% in case of an Individual/proprietorship firm or a partnership firm or an entity registered as company under the Companies Act, 1956 and the actual % of share in case of a Joint Venture).
- vi. In case of sub-contractor suitable document as per provision of eligibility- if applicable.

- vii. Scanned copy of documents as explained as clause 7 related to work experience.

Note: In case the bidder is a joint venture, the above information in respect of each individual partner of JV may be furnished and the eligibility experience of JV will be assessed as per pre-defined logic elaborated above.

In case the bidder is a Joint Venture, the work experience of any or all of the individual partners of JV may be furnished to evaluate the work experience of the bidder. In case of JV, if work experience of all the partners are not submitted the system will not disqualify the JV and instead shall consider assuming a value of zero for partner/partners who has/have not submitted the experience value and certificate.

B. Financial Turnover

Average annual financial turnover during the last 3(three) years, ending 31st March of (previous) financial year should be at least 30% of the estimated cost put to tender.

The intending bidder must submit documentary evidence in support of above in the form of certificate from Chartered Accountant based on audited balance sheet.

If the audited balance sheet for the immediately preceding year is not available in case of tender e-published before 30th September, audited balance sheet/ profit and loss statement and other financial statement of the three financial years immediately preceding the previous financial year may be adopted for evaluating the credentials of the bidder.

The intending bidder must submit documentary evidence in support of above in the form of certificate from Chartered Accountant based on latest audited balance sheet or audited balance sheet.

Note:

i) Financial turnover shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered from the end date of financial year. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

Joint Ventures shall meet the above eligibility requirement, in the following manner:

The qualifying criteria parameter e.g. financial resources of the individual partners of the J.V. will be added together, for the relevant financial year, and the total should not be less than as spelt out above.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

1. Financial Turnover for the last three years (last three years may be considered as stated above).
2. Name of the Chartered Accountant issuing Certificate.
3. Membership number of the Chartered Accountant.
4. Scanned Copy of document as explained at cl.7 related to financial turnover.

Note: In case the bidder is a joint venture, the above information in respect of each individual partner of JV may be furnished and the financial turnover of JV will be assessed by adding the information furnished on the system.

In case of JV, if financial turnover of all the partners is not submitted the system will not disqualify the JV and instead shall consider assuming a value of zero for partner/partners who has/have not submitted the financial turnover certificate.

If the bidder does not submit turnover value and certificate for any year out of the three years, system will not disqualify him and instead shall consider all three years for computing the average by assuming a value of "zero" for the year(s) for which no information is given by the bidder.

C. Working Capital

The bidder must produce the evidence of adequacy of a minimum working capital, 20% of the estimated cost of the work.

Banker's Certificate (Scheduled Bank) shall be produced regarding availability of access to credit (issued within 3 months prior to date of submission of Bid) to meet the above eligibility criteria.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

- i) date of issue of certificate by bank.
- ii) name of bank.
- iii) address of the bank.
- iv) value of access to credit issued by bank in the name of the bidder.
- v) Scanned Copy of document as explained at cl.7 related to working capital.

Note: In case the bidder is a joint venture, the above information in respect of each individual partner of JV may be furnished and the working capital of JV will be assessed by adding the information furnished on the system.

In case of JV, if working capital of all the partners is not submitted the system will not disqualify the JV and instead shall consider assuming a value of zero for partner/partners who has/have not submitted the working capital certificate

D. Permanent Account Number:

The bidder should possess a Permanent Account Number (PAN) issued by Income tax Department.

In case of JV all the partners should possess PAN.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

Confirmations in the form of YES/NO regarding possessing PAN.

Scanned Copy of document as explained at cl.7 related to PAN.

E. Certificate of registration with VAT/Sales Tax authority:

The bidder should possess a certificate of registration issued by VAT/Sale Tax authority of any Indian state/UT.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

Confirmation in the form of YES/NO regarding possessing of certificate of registration

Scanned copy of document related Certificate of Registration issued by VAT/Sale Tax authority as explained at clause 7.

In case of JV, all partners shall submit certificate of registration issued by VAT/Sale Tax authority.

F. Certificate of registration with Service tax department (PAN based):

The bidder should possess a certificate of registration issued by service tax department.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

Confirmation in the form of YES/NO regarding status of service provider.

Confirmation in the form of YES/NO regarding possessing of certificate of registration.

Scanned copy of document related Certificate of Registration with Service Tax Department as explained at clause 7.

In case of JV, all partners shall submit certificate of registration issued by service tax department.

7. All the bidders are to submit the information in objective manner confirmed by the uploaded documents. The documents related to the furnished online information, based on which the auto evaluation takes place will only be considered. If the bidder uploads any other document, it will be given no cognizance.

The scanned copy of following documents be submitted by the bidder on-line while submitting bid under Cover-I(Part-I).

Sl. No	Submission of Documents related to Eligibility Criteria.	Scanned copy of documents (self certified) to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
1	Contractor's Bid and Acceptance of Bid Conditions	Copy of Contractor's Bid and Acceptance of Bid Conditions as per Performa on bidders letter head. In case of JV, the above document is to be signed by all partners
2	Earnest Money	Copy of DD/BC/BPO/BG(in case of offline payment only)
3	Work Experience	a. Satisfactory Work Completion Certificate on Turnkey basis including value and period issued by the employer against the Experience of similar work containing all the information as sought on-line. b. Copy of work order. Copy of TDS Certificate (only when clarification is sought) c. In case of Sub-contractor, Suitable document as per provision of bid. In case of JV, above documents of partner(s).
4.	Financial Turnover	a. Turnover certificate, issued by a Practicing Chartered Accountant having membership with Institute of Chartered Accountants of India, containing the information as furnished by bidder on- line or audited balance sheet. Note: In case of JV, turnover Certificate of each partner be given.
5	The Availability of Working Capital:	Certificate of Availability of Credit in favour of the bidder, from Bidder's Banker (Scheduled Bank), containing the information by

		bidder on- line. In case of JV, above documents of partner(s)
6	Integrity pact (If applicable) - for works above Rs. 500 lakhs, or value as decided by subsidiary.	Duly signed and witnessed integrity pact as per Performa of bid document. In case of JV, undertaking shall be signed by all the partners.
7	Authorization for Digital Signature Certificate	a) If the bidder himself is the DSC holder bidding on-line then self declaration of the bidder to this effect. OR b) if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for authorization to submit bid on behalf of the bidder.
8	Undertaking on Bidder's letter head in support of the authenticity of submitted information and documents and other commitments	An undertaking is to be given as per the format given in the bid document. Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments. In case of JV, Undertaking shall be signed by all the partners.
Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.		

Cover-I - Other Important Documents (OID) :

Sl No	Submission Documents related to Eligibility Criteria	Scanned copy of documents (self certified) to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
1	Legal Status of the bidder	<u>Any one of the following document :</u> 1. Affidavit or any other document to prove proprietorship/ Individual status of the bidder. 2. Partnership deed containing name of partners 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder 4. In case of JV: a. Details of all partners as at 1/2/3 (as applicable)above. b. JV agreement as per NIT Performa.
2	Valid Permanent Account Number (PAN)	Copy of PAN card issued by Income Tax department, Govt. of India. In case of JV, Copy of PAN Card of all partners.
3	Certificate of registration with VAT/ Sales Tax authority.	Certificate of registration issued by VAT/Sales Tax authority of any Indian state/UT in favour of bidder. In case of JV, for all partners.
4	Certificate of registration with Service tax department(PAN based):	Certificate of registration issued by Service tax department in favour of bidder or all partners of JV, as the case may be.

5	Mandate Form for Electronic Fund Transfer.	Copy of Mandate form duly filled in as per Performa
6	Any other document to support the qualification information as submitted by the bidder online	

8. Submission of Bid:

All the bids are to be submitted online and on the website..... No bid shall be accepted offline.

- a. The bidder should strictly comply with following instructions
- i. The bidders are requested to submit offers online giving reference to this tender notice number and date containing offers in three parts in the links cover-I - Part-I and OID, cover-II and cover –III.
 - ii. Three parts of the bid should contain the details as follows:
 - Part-I/covers-I and OID :
 - Contractors bid
 - Details of Earnest Money
 - Information on Eligibility/Qualifying criteria as detailed at 6 &7 including necessary scanned documents as elaborated there.
 - Part II/covers-II:
 - Technical offer along with preliminary description of proposed work, method, schedule, drawing including technical specification of equipment etc., commensurate to technical requirement, scope of work and specification as per Technical data sheet(TDS) provided in excel format.
 - Part –III/Cover –III:
 - Prices only in the Excel format as indicated in the Bid document.
- b. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL/Subsidiary(<https://coalindiatenders.gov.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.
- c. **Contractor's Bid:** The format of Contractor's Bid (as per the format given in the NIT) will be downloaded by the bidder and will be printed/typed on his letter head. This document will be signed by the bidder or authorized person of the bidder or DSC holder bidding with authorization from bidder and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Contractor's Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.
If there is any change in the contents of Contractor's Bid uploaded by bidder as compared to the format of Contractor's Bid uploaded by the department with NIT document, then the bid will be rejected.

d. Information on eligibility criteria

All necessary information as detailed under at 6 & 7 above will be required to be uploaded in the links Cover-I.

e. Technical Bid (Part-II/Cover-II): The technical bid containing technical data sheet (TDS) will be in excel format and will be downloaded by the bidder. They will fill all the cells of excel file as per instruction given there in. thereafter bidder will upload the same file during bid submission in cover-II. In addition the bidder has to provide preliminary description of proposed work, method, schedule, drawings (proposed layout plan indicating units with their sizes and flow diagram) and technical specification of equipment, if specified.

f. Price Bid (Part-III): The Price bid in Excel format under different heads and/ subheads will be downloaded by the bidder and they will quote for all items/heads/subheads on this excel file. Thereafter, the bidder will upload the same Excel file during bid submission in cover III. The price bid of bidder will have no condition. The price bid which is incomplete and not submitted as per Instruction given above (and also online) will be rejected. Any alteration/modification in the Excel format may lead to rejection of bid. The rates quoted by bidder shall be inclusive of all taxes but excluding Service Tax.

The excel sheet will compute the service tax (total service tax, component of service tax payable by the bidder and component service tax payable by deptt.) as per predefined logic. The L-1 will be decided based on cost to the company.

Prior to quoting the rates in the BOQ file, the bidder will select the appropriate service tax status from the following list given in the BOQ:-

- I). Small Service Provider and exempted for Service Tax Registration and/or payment of Service Tax (As per prevalent service tax act/guidelines based on turnover of taxable services on the last date of bid submission).
- II). A Body Corporate (Company registered under Companies ACT, 1956)
- III). Other than above two categories (Individual, proprietorship ,partnership and JV)

The Price bid file will be digitally signed and uploaded by the bidder in Part-III/Cover-III.

NOTE:- When L-1 bidder has been awarded the work on the basis of being a small service provider and is eligible for exemption from payment of service tax .(as per status chosen by the bidder), no service tax will be paid to them in the event of bidders total turnover of taxable services from all sources exceeding the threshold limit of exemption during the tenure of contract.

9. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender portal. Under no circumstances, CIL/Subsidiary shall be liable to the bidders for any direct/indirect loss or damage incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

10. Bid Opening:

- i) After receipt of "EMD" as stated in clause 3 of NIT, the Part-I bid will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC). The bidder can view bid opening remotely on their personalized dash board under "Bid Opening (Live)" Link. Thereafter, the Part-I bid shall be evaluated by the system on-line based on the information furnished by bidders on-line in accordance with clauses 6 & 7 of NIT(Eligibility Criteria).This on-line evaluation will be validated by CIL/Subsidiary.
- ii) After evaluation of Part-I bid, all the bidders will get the information regarding their eligibility on website/will be informed about the acceptance of their part-I offer. Thereafter, a system generated e-mail confirmation/written information will be sent to all successful bidders communicating the date and time of opening of Part-II/Technical bid.
- iii) Technical bid (part-II) will be admitted only on the scheduled date after the prescheduled time by the bid openers with their DSC. The bidders can view the bid opening remotely on their personalized dash board under "Bid Opening (Live)" link. Thereafter, the Part-II bid shall be evaluated by the system on-line based on the information furnished by bidders on-line. This on-line evaluation will be validated by CIL/Subsidiary.
- iv) After evaluation of Part-II bid, all the bidders will get the information regarding their eligibility on website/will be informed about the acceptance of their part-II offer. Thereafter, a system generated e-mail confirmation/written information will be sent to all successful bidders communicating the date and time of opening of Part-III/Price bid.
- v) The Price-bid of the successful bidders (qualified in Technical bid) will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC). The bidder can view bid opening remotely on their personalized dash board under 'Bid Opening (Live)' Link. The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.
- vi) If the number of bids received up to the bid submission end date are less than three, the bid Submission end date and also other relevant dates (excluding pre-bid meeting date) as per time Schedule of NIT (Ref. Cl.2) shall be extended by 48 hours through corrigendum to be issued before bid opening.

In this extended period any new bidder can submit his tender online. However, the existing bidder(s) will be allowed to modify his/their submission as per provision of Clause 12.

If up to the extended end date of bid submission, the number of bids received online remains less than three, the extended bid Submission end date and also other relevant dates (excluding pre-bid meeting date) as per modified time Schedule of NIT shall be extended by further 5 days through corrigendum to be issued before bid opening.

In this extended period any new bidder can submit his tender online. However, the existing bidder(s) will be allowed to modify his/their submission as per provision of Clause 12.

If up to second extended end date of bid submission, the number of bids received online remains less than three, the bid(s) received shall be opened without any further extension.

NOTE (not a part of Notice):- Provision related to clause 10 iv) may be suitably modified in case of urgency as per provisions of CMM Turnkey Chapter.

- 11. **Bid Validity:** The validity of bids shall be not less than 180 (one hundred twenty) days from the Last/end date of submission of bid.
- 12. **Modification and Withdrawal of Bid:**
 Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish.
 Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. No withdrawal/modification is allowed after end date and time of bid submission.
- 13. The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
- 14. This Tender Notice shall be deemed to be part of the Contract Agreement.
- 15. The Company does not bind itself to accept the lowest bid and reserves the right to reject any or all the bid without assigning any reasons whatsoever and also to split up the work between two or more tenderers or accept the tender in part and not in its entirety, at its sole discretion.
- 16. Any addendum/corrigendum/date extension etc. in respect of this tender shall be issued on our website.....only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.
- 17. Integrity Pact: Applicable for estimated bid value above Rupees 500 lakhs.

The bidder is required to go through the integrity pact which is the part of bid document .The bidder, submitting the bid shall accept the integrity pact as given in the bid document.

Name, address and contact Number of the Independent External Monitor nominated for this tender:-

SI No	Name	Address

Tender Inviting Authority

Note: The notice is based on the consideration that service provider shall be able to provide operative system for 3 part tender. in case of inability of service provider suitable modifications in the bid notice may be incorporated, where technical part shall be a part of Part-I under an additional cover.

INSTRUCTIONS TO BIDDERS

Applicable for e-tender

1. SCOPE OF BIDDER

1.1 The _____ (referred to as Employer in these documents) invites bids for the work(s) on Turnkey basis as mentioned in the Bid Notice. The Bidders should submit Bids for all the works mentioned in the Notice.

1.2 The successful Bidder will be expected to complete the Work(s) by the Intended Completion period specified in the Bid document/Notice.

1.3 The total scope of supply and works & services shall be split into two contracts—one covering the supply part and the other covering the works & services part. Both contracts will contain a cross fall breach clause specifying the breach of any one contract will also constitute breach of the other contract and the whole contract combined.

2. ELIGIBLE BIDDERS

2.1 The Invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, any legal entity or joint ventures. The bidders shall be eligible to participate only if they fulfill the qualifying/eligibility criteria specified in e-tender Notice and at Clause 3.

2.2 A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works shall not be eligible to Bid.

2.3 Joint Venture:- Two or three companies/ contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract (applicable for bids with estimated cost above Rs.5.0 crores).

Joint Venture details :

Name of all partners of a joint venture(not more than 3):

1. Lead partner
2. Partner
3. Partner

Joint Venture must comply the following requirements :

- i) Minimum qualification requirements for Joint Venture
 - a) The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated under cl.6A of e-tender notice towards fulfillment of qualification criteria related to experience.
 - b) The qualifying criteria parameter e.g. financial resources (turnover and working capital) of the individual partners of the J.V. will be added together, for the relevant period, and the total criteria should not be less than as deliberated under cl.6(B) and 6(C) e-tender notice towards fulfillment of qualification criteria related to financial turnover.
- ii) The formation of joint venture or change in the Joint Venture character/ partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted.

INSTRUCTIONS TO BIDDERS

iii) The bid, and in case of a successful bid - the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.

iv) The pre-qualification of a Joint Venture does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture or association. In case of dissolution of a Joint Venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.

v) The bid submission must include documentary evidence to the relationship between Joint Venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

vi) One of the partners shall be nominated as 'In-charge' of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.

vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.

viii) The contract agreement should be signed by each Joint Venture Partners. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the JV or authorized signatory on behalf of JV.

ix) The bid should be signed by all the partners of the Joint Venture.

x) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Venture including the same entity as partner will be rejected.

xi) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.

xii) The earnest money / bids security bank guarantee can be submitted by the Joint Venture or one or more partners of the Joint Venture.

xiii) The JV agreement must specifically state that it is valid for the project for which bidding is done. If JV breaks up midway before award of work and during bid validity period bid will be rejected.

If JV breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV shall be debarred from participating in future bids for a minimum period of 12 months.

xiv) JV agreement shall be registered in accordance with law so as to be legally valid and binding on the members

INSTRUCTIONS TO BIDDERS

before making any payment.

xv) JV shall open a bank account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/TIN etc shall be submitted by JV before making any payment.

2.3 the bidders shall have Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root certificate of CCA.

2.4 The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and ITB, including General and Special Terms & Conditions, technical specifications, other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.

2.5 The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

2.6 No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in part work/piece rated work.

3. QUALIFICATION OF THE BIDDER

3.1 In the event that pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of contract.

3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfill the eligibility / qualifying criteria as detailed at point.6 & 7 of e-tender Notice. In addition the bidders shall also fulfill technical requirements to make them eligible for award of contract. Such details shall be submitted as deliberated at e-tender Notice.

3.3 If the bidder is subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.

3.4 Even though the bidders meet the above eligibility/qualifying criteria, they are subject to be disqualified if they have:

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.

Notes (be deleted from Bid document) :

- i) The qualification criteria shown at Cl 6 & 7 of e-tender Notice are to be considered as a Standard for normal works. Based on requirement this may be modified with appropriate approval.
- ii) The documents to be furnished by the bidder to prove that he is satisfying the qualification criteria laid down should all be in the bidders name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a holding

INSTRUCTIONS TO BIDDERS

company relies on credential of its wholly owned subsidiary.

4. ONE BID PER BIDDER

4.1 Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a Public Ltd./Private Ltd. company or any legal entity. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

5. COST OF BIDDING

5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

6. SITE VISIT

6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

6.2 It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

6.3 The bidder is expected, before quoting his rate, to go through the requirement of materials / workmanship, specification, requirements and conditions of contract.

6.4 The bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the bidder.

7. CONTENT OF BIDDING DOCUMENTS

7.1 The set of bidding documents comprises the documents (all or as available/applicable) listed in below:

- i) e-Tender Notice, ii) Instructions to Bidders, contractors bid and undertaking. iii) Conditions of Contract (General Terms & Conditions, Special Terms and conditions, General technical conditions, Erection conditions of contract, safety norms etc.), iv) Specifications and scope of work v) Tender drawing vi) Integrity Pact, if applicable; vii) Various Forms of Securities, form of Article of Agreement, viii) Bill of Quantities, ix) e-Tender User Portal Agreement.

8. CLARIFICATION OF BIDDING DOCUMENTS

8.1 A prospective bidder requiring any interpretation or clarification of bidding document may seek clarification online or during pre-bid meeting (if any). The clarifications may be asked from the next day of e-Publication of NIT. The last date for seeking clarification will be as specified online. The last date of giving clarification by the user department online will be up to 5 (Five) days before the last date of submission of bid. The department will clarify as far as possible only relevant queries. The clarifications given by department will be visible to all the bidders intending to participate in bid.

INSTRUCTIONS TO BIDDERS

9. AMENDMENT OF BIDDING DOCUMENTS

- 9.1 Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.
- 9.2 Any addendum thus issued shall be a part of the bidding document and shall be displayed in the website. The bidder shall upload the same during bid submission.
- 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 15.2 below.

10. LANGUAGE OF BID

- 10.1 All documents relating to the Bid shall be in the English language.

11. BID PRICES

11.1 The bidder shall closely study all specification in detail and scope of work which govern the rates he is quoting. The contract shall be for the whole Works as described in Sub-Clause 1.1, based on the scope of work as detailed in the bidding document.

11.2 The Bidder shall submit rates and prices for all items of the Works described in the scope of works. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3. All duties, taxes (excluding Service Tax only) and other levies, octroi, royalty, building and construction workers cess (as applicable in States) payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid.

The item wise rate quoted shall be exclusive of service tax (share of service provider). Service tax (share of service provider) will be paid extra, if payable. Payment of service tax (share of service provider) by the service availer (i.e. CIL/Subsidiary), to the service provider would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant service tax rules. Cenvat credit is to be availed by paying authority as per rule.

Payment/deposit of service tax (share of service provider) is the responsibility of the service provider.

11.4. The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract indicated in the bidding document.

INSTRUCTIONS TO BIDDERS

11.5 The bidder has to submit a tentative value.

- a) Minimum guaranteed Cenvat credit on account of Excise duty.
- b) Minimum guaranteed Cenvat Credit on account of Service Tax.
- c) Input Tax credit on account of VAT.

12. CURRENCIES OF BID AND PAYMENT

12.1 The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees.

13. BID VALIDITY

13.1 Bid shall remain valid for a period not less than 180 days after the deadline for bid submission specified in Clause 15. A bid valid for a shorter period shall be rejected by the Employer.

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidder(s) extend the period of validity for a specified additional period. The request and the bidder's response shall be in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of extension, and in compliance with Clause 14 in all respects.

14. BID SECURITY/EARNEST MONEY DEPOSIT

14.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-tender Notice and in the form as deliberated at Clause 3 of e-tender Notice. In case of extension of Bid validity on mutual consent, the validity of BG shall be suitably extended

14.2. Any Bid not accompanied by an acceptable Bid Security/ /EMD shall be summarily rejected by the employer as non-responsive.

14.3 The Bid Security/EMD of the unsuccessful bidder shall become refundable. The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Part-II/Part-III of the Bid and those who have not emerged as L-1 Bidder after opening of price bid.

14.4 The Bid Security/ /EMD, submitted in the form of BG, of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security (1st part of Security Deposit).

The bid security/EMD, (submitted in the form of Banker's cheque/Demand Draft /Electronic Fund Transfer) of successful bidder may be retained and adjusted with performance security / security deposit, at bidder's option.

14.5 The Bid Security/Earnest Money may be forfeited:

- a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity / extended validity with mutual consent. OR
- b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to: (i) sign the Agreement; OR (ii) Furnish the required Performance Security/ Security Deposit.

Additionally the bidder will not be allowed to participate in the re-tender. The company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12 months.

INSTRUCTIONS TO BIDDERS

14.6 The Bid Security/ EMD deposited with the Employer will not carry any interest.

15. DEADLINE FOR SUBMISSION OF BIDS

15.1. Bids shall be submitted on line on the web site within the date and time specified in the e-tender notice.

15.2. The employer may extend the deadline for submission of bids by issuing a corrigendum in accordance with provisions of e-tender notice/ITB, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

16. SIGNING AND SUBMISSION OF BID

16.1 The contractor's bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Contractor's bid bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the bid.

16.2 Submission of bid shall be as detailed at clause 8 of e-tender notice.

17. MODIFICATION AND WITHDRAWAL OF BIDS

17.1 Modification and withdrawal of bid shall be guided by clause 12 of e-tender Notice.

17.2 No bid withdrawal/modifications shall be allowed after end date and time of Bid submission

17.3 Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the bid document or as extended pursuant to Sub-Clause 13.2 may result in the forfeiture of the earnest money pursuant to Clause 14.

18. BID OPENING

18.1 All bids are to be submitted on line only at the web-site

18.2 After receipt of Earnest Money (Online/off-line), undertaking, Contractor's bid and other details as per provision of bid submission (cl.8 of e-tender notice) before scheduled submission, the Employer will open the bid in the manner as specified under cl.10 of e-tender notice.

19. CLARIFICATION OF BIDS

19.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for online clarification of the Bidder's Bid (uploaded document). The request for clarification on bidder's bid shall be online for part-I/part-II.

The bidder shall upload digitally signed scanned copy of required document/response within 10 (ten) days from date of issue of clarification notice. No further extension for submission shall be allowed.

The bidder will get clarification notice on their personalized dash board under 'upload clarification document' link. Additionally information shall also be sent by system generated email and SMS, but it will be bidders responsibility to check the updated status/information on their personalized dash board at least once daily after opening of part-I. No separate communication will be required in this regard. Non receipt of email or SMS will not be accepted as reason for non-submission of clarification documents within prescribed time.

INSTRUCTIONS TO BIDDERS

Any clarification on price bid may be online/offline.

Offline mode shall be allowed only in case of non availability of seeking online clarification in the system.

19.2. No document uploaded by the bidder after closing date and time of submission of Bid will be considered unless otherwise called for during scrutiny /evaluation and shall be against online request only.

20. EVALUATION AND COMPARISON OF BIDS.

20.1 Evaluation and comparison of Bids will be done by System on-line. This online evaluation will be validated by CIL/ Subsidiary at each stage as deliberated at clause 10 of e-tender notice. The bidder shall also comply with system requirement as at clause 9 of e-tender notice. Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of service tax etc. as applicable. L1 will be decided based on cost to the company.

20.2 If the Bid of the successful Bidder is seriously unbalanced in relation to the Company's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.

21. AWARD CRITERIA

21.1 Subject to Clause 22, the Employer will award the Contract to the best qualified Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price. Employer shall be the sole judge in this regard.

22. EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS

22.1 Notwithstanding Clause 21, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

23. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

23.1 The Bidder, whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period in writing by e-mail and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

23.2 The notification of award will constitute the formation of the Contract.

The works should be completed within the period specified in the NIT from expiry of *30(Thirty)days from the issue of letter of acceptance issued by department or within 7 days of handing over of the site, whichever is later.

23.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 60(sixty) days following the notification of award along with the letter of Acceptance and / or Work Order issued by department.

In case of failure to submit performance security and enter in to agreement in specified period or extended period, on written request of contractor, if any, the department in addition to other penal measures as per

INSTRUCTIONS TO BIDDERS

clause 14.5 of ITB shall debar the selected bidder from participating in re-tender. In addition, the department may debar the bidder from participating in future bids for at least **12** months.

23.4 In the bidding process, the cause of rejection of Bid of any bidder should be intimated to non-qualified bidder after the award of the work to the successful one. The Security / Earnest Money shall be refunded to unsuccessful bidders as per provision of Cl. 14.3.

23.5 The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copy, additional cost to be charged.

All additional copies should be certified by the Engineer-in-Charge.

The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorized by the company for the purpose.

The contract document shall not be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

24. PERFORMANCE SECURITY/SECURITY DEPOSIT

- 24.1 Security Deposit shall consist of two parts;
- a. Performance Security to be submitted at award of work and
 - b. Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

For details refer Cl. 3 of Conditions of Contract (General terms and Conditions)

25. EMPLOYMENT OF LABOUR

25.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the minimum wages as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. as may be in force.

Payment of Provident Fund for the workmen employed by him for the work as per the Laws prevailing under provision of CMPF / EPF and allied scheme valid from time to time shall be the responsibility of bidder. Bidder shall also submit statutory returns.

25.2 The bidder shall comply with statutory requirements of various acts including CL(R&A) Act.

NOTE: In case company decides/ circulates separate wages for such works within mine premises, the same may be allowed based on appropriate circular. Clause 25.1 shall stand amended to this extent before notification of bid.

INSTRUCTIONS TO BIDDERS

26. LEGAL JURISDICTION

26.1 Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction ofcourt only.

27. DEEMED EXPORTS

27.1 If the bidder has quoted any item/ items under the deemed exports then it will be the responsibility of the Bidder to get all the benefits under deemed exports from the Government. The Company's responsibility shall only be limited to the issuance of required certificates. The quotation of the Bidder will be unconditional and phrases like "Subject to availability of deemed exports benefit" will not find place in it.

28. CONSULTANTS NOT TO BID & VICE-VERSA:

28.1 A firm which has been engaged by the Company to provide Goods or Works for a project or any of its affiliates will be barred from providing consultancy services for the same project. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a project and any of its affiliates will be barred from subsequently providing Goods or Works or services related to the initial assignment for the same project.

29. SUB-CONTRACTOR/ SUB-VENDOR :

29.1 The contract agreement will specify major items of supply of services for which the contractor proposes to engage Sub-Contractor/ Sub-Vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit the proposals in this regard to the Engineer in Charge/ Designated Officer in Charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer in Charge/ Designated Officer will not relieve the contractor from any of his obligation, duties and responsibilities under the contract.

29.2 If a contractor submits his bid, qualifies and does not get the contract because of his not being the lowest, he will be prohibited from working as a sub-contractor for the contractor who is executing the work.

30. e-payment

The bidders have to furnish the details of their bank A/c Nos. Name and Address of the Bank and Branch Code along with the Bid. Successful bidders/ Bidders are required to submit an Authorization form duly signed for e-payment to them. Enclosed Annexure be filled in and submitted along with the Bid.

31. Integrity Pact (Applicable for bids with estimated cost exceeding Rs. 5 Crores).

Bidders are required to submit the pre-contract integrity pact duly signed, witnessed and uploaded as per enclosed format along with the bid Part-I/cover-I. This will be signed by the authorized signatory of the bidder (s) with name, designation and seal of the company. Bidders who do not sign the pact shall be disqualified from participation in the Bid process.

INSTRUCTIONS TO BIDDERS**32. Changes in Firms Constitution to be intimated**

Previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the Firm. If previous approval is not obtained the same will be treated as a breach of contract and shall have same consequences due to such breach of contract.

33. Miscellaneous.

33.1 The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.

33.2 The contractor will have to submit valid H.T. Electrical Contractor's license issued by the electrical licensing board of state of execution or electrical contractor's license issued by any Indian state duly recognized/endorsed by electrical licensing board of state of execution before execution of agreement.

33.3 After opening of the Tender if the company decides to negotiate, the tender should be in a position to depute their representative, at short notice, with full authority for negotiation on technical and other matters.

33.4 Throughout the bidding documents, the terms 'bid' and tender and their derivatives are synonymous.

33.5 The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by contractor for executing the agreement shall be as specified in the bid document.

33.6 Instruction to Bidder shall be a part of contract agreement.

PART-I

CONTRACTOR'S BID AND ACCEPTANCE OF BID CONDITIONS

(To be uploaded by the Bidder or authorized officer having power of attorney to sign on behalf of the bidder on bidder's letter head during submission of bid online)

To :

Sub : BID for the Work _____

Ref: Bid Notice No

Dear Sir,

This has reference to above referred tender. I/we have read and examined the conditions of contract, scope of work, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this tender is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us andcoalfields ltd.

Should this bid be accepted, I/we agree to furnish Performance Security within 30 days of issue of letter of acceptance and commence the work within 30 days of issue of letter of acceptance. In case of our failure to abide by the said provision CIL/Subsidiary shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating future tenders for a minimum period of 12 months.

Yours faithfully,

Signature of Bidder OR Authorized signatory
In case of JV, All partners of JV

Encl. i) Earnest Money of Rs..... vide Dated

ii)

(Ref. Clause- 3.3 of ITB)

Format for Undertaking:
To be Submitted by Bidder on Bidder's letter head

UNDERTAKING.

I / We,, Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of M/S., solemnly declare that:

1. I/We am/are submitting Bid for the work.....against Bid Notice No. Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.

2. Myself/Our Partners/Directors don't has/have any relative as employee of..... (Name of the Company)

3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.

4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.

5. I/ We hereby authorize department to seek references / clarifications from our Bankers.

6. *I/We have submitted particulars of existing Sales Tax / VAT registration. We also undertake that Certificate of Registration with appropriate Sales Tax / VAT Authority where the work will be executed shall be arranged before any payment is made to us.

7. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.

8. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

* Delete whichever is not applicable.

9. ** I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.
(In case of JV, all partners are covered)

Or

**I / Wehave been banned by the organization named " _____ " for a period of..... year/s, effective from to.....

[in case of JV, name(s) of the JV Partner(s)]

** Delete whichever is not applicable.

10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my Bid and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

11. I/ We (including all members of joint venture and sub-contractors) are not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specification and other documents for the project or being proposed as engineer for the contract.

**Signature of the Bidder
In case of JV signature of all partners of JV**

Dated.....

Seal of Notary